

AGENDA # _____ DATE _____

AGENDA REPORT

Prepared for the

CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 06/13/2020

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks #304047 through #304276 totaling \$ 5,475,056.61 and EFT #9101563 through #9101576 totaling \$ 317,632.32 for an A/P total of \$ 5,792,690.93 dated 06/15/20 through 06/19/2020.

A listing of all paid checks is available in the Cascade County Commissioners Office.

AGENDA # _____ DATE _____

AGENDA REPORT

Prepared for the

CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 06/20/2020

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks #304277 through #304490 totaling \$ 403,489.70 and EFT #9101577 totaling \$ 725.62 for an A/P total of \$ 404,215.32 dated 06/22/20 through 06/26/2020.

A listing of all paid checks is available in the Cascade County Commissioners Office.

CASCADE COUNTY COMMISSION MEETING

June 23, 2020

Via Zoom

9:30 A.M.

Commission Journal #60

Notice: Pursuant to MCA 2-3-212(1), the official record of the minutes of the meeting is in audio form, located at cascadedcountymt.gov and the Clerk and Recorders Office. This is a written record of this meeting to reflect all the proceedings of the Board. MCA 7-4-2611 (2) (b). Timestamps are indicated below, in red, and will direct you to the precise location should you wish to review a specific agenda item audio segment. These are in draft form until officially approved on July 14, 2020.

Commission: Chairman James L. Larson, Commissioner Jane Weber and Commissioner Joe Briggs

Staff: Les Payne – Public Works Director, Brad Call – Emergency Management Director, Carey Ann Haight – Deputy County Attorney, Cory Reeves – Undersheriff, Matthew Pfenninger – Treasurer’s Office, Charity Yonker – Planning Director, Sandor Hopkins – Planner, Trisha Gardner – Public Health Officer, Roy Curtis – Superintendent of Buildings and Grounds, Bonnie Fogerty – Commission Office and Kyler Baker – Deputy Clerk and Recorder

Public: John Faulkner – Great Falls Airport Director, Anthony Aretz, Casey Lalonde, Kevin May – Big Sky Civil and Environmental, Megan Lewis, Rodger Fultz, Todd Timboe, Trista Besich, Karl Puckett – Great Falls Tribune and Jenn Rowell – The Electric

Call to Order: Chairman Larson called the meeting to order.

Reading of the Commissioners’ calendar: Bonnie Fogerty read the calendar. 01:27

Treasurer’s Report: Matthew Pfenninger read the report. (See Attached Report) 05:16

Purchase orders and accounts payable checks: See agenda for payment information. Commissioner Weber made a MOTION to approve purchase orders and accounts payable warrants. Motion carries 3-0 07:31

Consent agenda: Routine day-to-day items that require Commission action. Any Commissioner may pull items from the Consent Agenda for separate discussion/vote.

Approval of the Minutes and Consent Agenda Items: Commissioner Briggs made a MOTION to (A) Approve minute entries (May 19, 2020; June 9, 2020; June 17, 2020) (B) Approval of Routine Contracts as Follows:

Consent Agenda 08:16

<u>Board Appointments</u>	<u>Vacancy</u>	<u>Appointment/Re-Appointment</u>	<u>Term Expiration</u>
ExpoPark Advisory	(3)	Les Bruner, Lynn Oatman (New Applicant)	06/30/2023
		Leanne Hall (Served 1 term) (Re-Appointment)	06/30/2023
Belt Library Trustee	(1)	Lisa Waldner (New Applicant)	06/30/2025

Resolution 20-36: Budget Appropriation within the Lighting District due to an increase in FY 2020 electric expenses. Total Amount: \$295 09:01

Contract 20-71: Memorandum of Understanding with Montana Wool Gowers Association Predator Control Fund. Effective: July 1, 2020 – June 30, 2021. Total Amount: \$2,641 for the protection of sheep from destructive animals. **09:13**

Contract 20-72: Memorandum of Understanding with Montana Stockgrowers Association Predator Control Fund. Effective: July 1, 2020 – June 30, 2021. Total Amount: \$23,990 for the protection of cattle from destructive animals. **09:32**

Contract 20-73: Random Home Checks Contract #PIF19-2 by and between the State of Montana, 8th Judicial Youth Court and the Office of the Court Administrator and the Cascade County Sheriff's Office. The contract will provide Preventive Incentive Funds (PIR) for the Alternative Education Program. Purpose: Conduct random home visits for the Juvenile Drug Court Youth to ensure accountability. Effective: May 1, 2020 – June 30, 2021. Total Payments may not exceed: \$6,000.00 **09:53**

Contract 20-80: Memorandum of Understanding between the US Marshals Service and the Cascade County Sheriff's Office for short-term joint operations. Effective: May 1, 2020 – June 30, 2021. Reimbursable Funds for all USMS approved expenditures not to exceed \$7,550.82. **10:37**

City-County Health Department

Contract 20-74: MT DPHHS CARES Act Grant. Under the CARES Act, the State of Montana is tasked with distributing payments for necessary expenditures incurred due to the public health emergency with respect to COVID-19 pandemic. Effective: June 23, 2020 – January 31, 2021. Total Amount: \$254,603. **11:04**

Contract 20-75: MT DPHHS Task Order 21-07-3-01-002-0 MT Cancer Control, MT Asthma Control, MT Tobacco Use Prevention, MT Healthy Living and MT Connect Programs. Effective: July 1, 2020 – June 30, 2021 Total Amount: \$255,268 **11:31**

Contract 20-76: Yellowstone City-County Health Department Contract dba/Riverstone Health, Ryan White Part C. Purpose: Provide early intervention services for HIV positive clients. Effective: May 1, 2020 – April 30, 2021. Total Amount: \$30,000. **12:02**
Motion carries 3-0 17:18

AGENDA ITEM #1 17:28

Motion to Approve or Disapprove:

Contract 20-77: Cascade County DUI Task Force Annual Plan.

Effective: July 1, 2020 – June 30, 2021

Joseph Williams, DUI Task Force, elaborates. **13:44**

Commissioner Weber made a **MOTION** to approve Contract 20-77: Cascade County DUI Task Force 2020 Annual Plan. **16:12**

Motion carries 3-0 17:18

AGENDA ITEM #2 17:28

Motion to Approve or Disapprove:

Contract 20-78: Building for Lease or Rent Application: 4601 River Drive North Great Falls, MT 59405. Applicant: Ken Weinheimer on behalf of Aspen Air, LLC

Charity Yonker, Planning Director, elaborates. **17:56**

Kevin May, Big Sky Civil and Environmental, Inc, comments on behalf of the applicant.

24:44

Commissioner Briggs made a **MOTION** to adopt the Staff Report and approve the proposed development to construct four (3) additional storage buildings (Buildings #10, 11, 12, & 14) and two (2) additions to existing storage building (Building #13) containing in total an additional 200 mini-storage unites to an existing storage facility business on the Parcel #0002615200 subject to the following conditions:

- 1) The Applicant shall obtain any necessary addresses from the Cascade County GIS Department for E911 purposes.
- 2) The Applicant must obtain Location/Conformance Permit for the proposed development; and
- 3) The Applicant must obtain any other required Federal, State and/or County permits and comply with the respective laws, rules, regulations, and ordinances.

25:11

Motion carries 3-0 26:41

AGENDA ITEM #3 26:52

Public Hearing:

Resolution 20-32: Discontinue a portion of one (1) County alley way within the subdivision known as the North Great Falls Townsite, located in Section 31, Township 21 N, Range 04 E P.M.M. Cascade County, Montana. *Initiated by: Vernon Hill*

Recess the Commission Meeting:

Chairman Larson recessed the Commission Meeting at **9:58 a.m.**

Public Hearing:

Chairman Larson opened the public hearing at **9:58 a.m.**

Reading of the Public Notice:

The reading of the public notice was waived without objections and made part of the public record. (*See Exhibit A*)

Staff Presentation:

Sandor Hopkins, Planner, elaborates. **28:51**

Call for Written Testimony:

Chairman Larson called for written testimony and none was presented. **32:29**

Call for Proponents:

Chairman Larson called for Proponents, three times with no response. **32:35**

Call for Opponents:

Chairman Larson called for Opponents, three times with no response. **33:04**

Informational Witnesses:

Chairman Larson called for Informational Witnesses three times with no response. **33:30**

Close to Public Hearing:

Chairman Larson closed the public hearing at 10:05 a.m.

Reopen the Commission Meeting:

Chairman Larson opened the Commission Meeting at 10: 05 a.m.

Commissioner Weber made a **MOTION** to approve Resolution 20-32: discontinuing a portion of county alley, a platted right-of-way known as the existing portion of the alley of Block 73 of the North Great Falls Townsite, 15 feet in width and approximately 175 feet east-west and 35 feet north-south, located in Section 31, Township 21N, Range 04 E P.M.M. Cascade County, Montana as described within this report, and as identified by map subject to the following conditions:

- 1) The discontinued alley reverts to the ownership of the adjacent property owners, with the concurrence of said property owners, and
- 2) The petitioner causes to be filed an Amended Plat delineating the boundaries of the affected property within six (6) months of the date of the resolution to discontinues said alley. **33:58**

Motion carries 3-0 37:11

AGENDA ITEM #4 37:23

Motion to Approve or Disapprove:

Contract 20-79: United Material Bid Proposal: Sun Prairie Overlay Project, Schedule 2.
Total Cost: \$548,863.75

Les Payne, Public Works Director, elaborates. **37:39**

Commissioner Briggs made a **MOTION** to approve Contract 20-79: bid proposal from United Materials, to reconstruct Sun Prairie, Schedule 2, for a total cost of \$548,863.75 and instruct staff to complete the contracting process. **41:05**

Motion carries 3-0 41:56

AGENDA ITEM #5 42:09

Motion to Approve or Disapprove:

Resolution 20-33: A resolution establishing the FY 2020/2021 Cascade County Constable salary, 1.0% increase. Salary increase is based upon the recommendation submitted by the Cascade County Compensation Board.

Commissioner Weber elaborates. **42:40**

Commissioner Weber made a **MOTION** to approve Resolution 20-33: adopting the Constable's salary for Fiscal Year 2020/2021, effective July 1, 2020 in the amount of \$43,477.21. **44:42**

Motion carries 3-0 45:32

AGENDA ITEM #6 45:45

Motion to Approve or Disapprove:

Resolution 20-34: A resolution establishing the FY 2020/2021 Cascade County Elected Officials' salaries, 1.0% increase. Salary increase is based upon the recommendation submitted by the Cascade County Compensation Board.

Commissioner Weber elaborates. **46:40**

Commissioner Briggs made a **MOTION** to approve Resolution 20-34: adopting the Elected Officials' salary compensation schedule for fiscal year 2020/2021, effective July 1, 2020.

Commissioner Briggs made comments about the Compensation Board and their recommendation that was made. **48:37**

Commissioner Weber also stated that the Deputy Sheriff's longevity pay was tied to the 1% raise and without it they would receive no raise. **49:42**

Motion carries 3-0 50:25

AGENDA ITEM #7 50:39

Motion to Approve or Disapprove:

Resolution 20-35: Adopting a Tentative Interim Operating Budget for Fiscal Year 2020/2021.

Commissioner Briggs elaborates. **51:05**

Commissioner Weber made a **MOTION** to approve Resolution 20-35: adopting a Tentative Interim Operating Budget for Fiscal Year 2021 effective July 1, 2020 in the amount of \$61,407,549. **53:44**

Motion carries 3-0 54:36

Public Participation in decisions of the Board and allowance of public comment on matters the Commission has jurisdiction, on items not covered by today's agenda. (MCA 2-3-103)

No comment from the public.

John Faulkner, Great Falls International Airport Director, gave a presentation. **55:47 – 1:56:00** (*See Exhibit B*)

Adjournment: Chairman Larson adjourned this Commission Meeting at **11:27 a.m.**

July 14, 2020

Resolution 20-37

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Resolution 20-37
Budget Appropriation Solid Waste

INITIATED BY: Cascade County Clerk & Recorder

ACTION REQUESTED: Approval of Resolution #20-37

PRESENTED BY: Rina Fontana Moore
Cascade County Clerk & Recorder

SYNOPSIS:

The Cascade County Clerk & Recorders' Office is requesting a budget appropriation for our Solid Waste Department. In setting budget, this is an area where we try to anticipate the monthly fees and have seen the fees grow exponentially in the last several months. Due to Covid 19 and people working from home, it appears that they also did their spring cleaning which led to a much greater use of our landfill sites.

RECOMMENDATION:

Approval of Resolution # 20-37

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

Mr. Chairman, I move the Cascade County Commission approve Resolution #20-37 and allow the Cascade County Clerk & Recorder to transfer budget authority from reserves into 5410-267-C0800 300.390.

MOTION TO DISAPPROVE:

Mr. Chairman, I move the Cascade County Commission disapprove Resolution #20-37 and not allow the Cascade County Clerk & Recorder to transfer budget authority from unused revenue into 5410-267-C0800 300.390.

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, MONTANA

**IN THE MATTER OF A BUDGET
APPROPRIATION WITHIN CASCADE COUNTY
SOLID WASTE DISPOSAL FUND 5410**

RESOLUTION 20-37

WHEREAS, the Commission passed Resolution 19-53 Adopting the Final Budget for FY2020 on September 3, 2019 as per MCA 7-6-4020 for all funds including Fund #5410 Solid Waste Disposal; and

WHEREAS, during the course of the fiscal year, the county experienced unanticipated increases in usage of the landfill sites due to COVID-19 which also increased the costs of disposal service fees; and

WHEREAS, a budget amendment is necessary to increase expenditures in Fund #5410 Solid Waste Disposal to be offset by cash reserves by a net total of \$80,670 effective as of June 30, 2020; and

WHEREAS, pursuant to Section 7-6-4006, M.C.A. 2017, the Board of County Commissioners has the power to appropriate funds within the budget; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Cascade County the appropriation adjustments are to be made as detailed in Attachment A;

Dated this 14th Day of July, 2020.

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

JAMES L. LARSON, CHAIRMAN

JANE WEBER, COMMISSIONER

JOE BRIGGS, COMMISSIONER

ATTEST:

CLERK & RECORDER/AUDITOR
mke

REQUEST FOR BUDGET APPROPRIATION

Date: 6/26/2020

To: Cascade County Board of Commissioners

Attachment A

Program Name: Solid Waste

CFDA #

Contract #

Responsible Department:

Prepared by: Rina Fontana Moore

Please approve the following budget changes:

	<u>Fund</u>	<u>Dept</u>	<u>Function</u>	<u>Account</u>	<u>Budgeted Amount</u>	<u>Increase (Decrease)</u>	<u>Amended Budget</u>
<u>Expenses</u>							
Acct #	5410	- 267	- C0800	- 300.350	\$ 20,400	\$ (2,400)	\$ 18,000
Acct #	5410	- 267	- C0800	- 300.360	26,600	(5,000)	\$ 21,600
Acct #	5410	- 267	- C0800	- 300.390	720,000	87,400	\$ 807,400
Acct #	5410	- 267	- C0800	- 500.530	14,705	670	15,375
Acct #					-	-	-
Acct #					-	-	-
Acct #					-	-	-
Acct #					-	-	-
Acct #					-	-	-
Acct #					-	-	-
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Acct #					-	-	-
Acct #					-	-	-
Acct #					-	-	-
Acct #					-	-	-
Acct #					-	-	-
					<u>\$ 781,705</u>	<u>80,670</u>	<u>862,375</u>
<u>Revenues</u>							
Acct #	5410	- 267	-	- 101.000	\$ -	\$ -	\$ -
Acct #					\$ -	\$ -	\$ -
					<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Explanation of budget changes:

Because of increased refuse at our solid waste sites during the period when many folks were working from home do to Covid, funds need to be moved from reserves into our line items to cover the additional expenses.

Changes authorized by:

 _____
 Department Head Signature or Elected Official Signature Date: 6/30/20

 _____
 Mary Embleton, Budget Officer Date: 6/30/2020

Rina Fontana Moore
 Print Name



Budget Performance Report

Fiscal Year to Date 06/26/20

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 5410 - Solid Waste Disposal										
REVENUE										
Department 000 - Revenue										
34										
34.3044	Solid Waste Permits Sold	3,500.00	.00	3,500.00	380.00	.00	4,635.00	(1,135.00)	132	4,024.75
	34 - Totals	\$3,500.00	\$0.00	\$3,500.00	\$380.00	\$0.00	\$4,635.00	(\$1,135.00)	132%	\$4,024.75
36										
36.2000	Miscellaneous Revenues	5,500.00	.00	5,500.00	1,243.50	.00	10,427.98	(4,927.98)	190	10,785.13
36.3020	RSID Assessments	1,100,000.00	.00	1,100,000.00	94,707.00	.00	1,061,447.75	38,552.25	96	1,118,277.00
36.3040	P & I Special Assessments	.00	.00	.00	1,879.76	.00	9,992.06	(9,992.06)	+++	9,457.24
	36 - Totals	\$1,105,500.00	\$0.00	\$1,105,500.00	\$97,830.26	\$0.00	\$1,081,867.79	\$23,632.21	98%	\$1,138,519.37
37										
37.1010	Interest Earnings	6,800.00	.00	6,800.00	.00	.00	5,542.32	1,257.68	82	8,600.63
	37 - Totals	\$6,800.00	\$0.00	\$6,800.00	\$0.00	\$0.00	\$5,542.32	\$1,257.68	82%	\$8,600.63
	Department 000 - Revenue Totals	\$1,115,800.00	\$0.00	\$1,115,800.00	\$98,210.26	\$0.00	\$1,092,045.11	\$23,754.89	98%	\$1,151,144.75
Department 518 - Recycling										
36										
36.7010	Recycling	7,000.00	.00	7,000.00	1,984.00	.00	9,455.64	(2,455.64)	135	7,697.11
	36 - Totals	\$7,000.00	\$0.00	\$7,000.00	\$1,984.00	\$0.00	\$9,455.64	(\$2,455.64)	135%	\$7,697.11
	Department 518 - Recycling Totals	\$7,000.00	\$0.00	\$7,000.00	\$1,984.00	\$0.00	\$9,455.64	(\$2,455.64)	135%	\$7,697.11
	REVENUE TOTALS	\$1,122,800.00	\$0.00	\$1,122,800.00	\$100,194.26	\$0.00	\$1,101,500.75	\$21,299.25	98%	\$1,158,841.86
EXPENSE										
Department 267 - Solid Waste Disposal										
Function C0800 - Solid Waste Services										
200										
200.220	Operating Supplies	250.00	.00	250.00	.00	.00	.00	250.00	0	.00
200.230	Repair & Maint. Supplies	500.00	.00	500.00	.00	.00	.00	500.00	0	.00
	200 - Totals	\$750.00	\$0.00	\$750.00	\$0.00	\$0.00	\$0.00	\$750.00	0%	\$0.00
300										
300.311	Postage	7,480.00	.00	7,480.00	12.88	.00	5,348.07	2,131.93	71	10,691.89
300.320	Printing & Typing	6,000.00	.00	6,000.00	.00	.00	1,245.00	4,755.00	21	5,540.30
300.341	Electric	3,500.00	.00	3,500.00	144.17	.00	3,216.68	283.32	92	3,091.07
300.344	Heating Fuel	3,500.00	.00	3,500.00	.00	.00	1,578.26	1,921.74	45	2,014.50
300.345	Sanitation	312,000.00	.00	312,000.00	30,212.81	.00	276,899.61	35,100.39	89	275,618.22
300.350	Professional Services	20,400.00	.00	20,400.00	1,500.00	.00	16,500.00	3,900.00	81	18,000.00
300.360	Repair & Maint. Services	26,600.00	.00	26,600.00	1,800.00	.00	19,800.00	6,800.00	74	21,600.00
300.390	Other Purchased Services	720,000.00	.00	720,000.00	80,325.57	.00	723,332.20	(3,332.20)	100	737,429.42
	300 - Totals	\$1,099,480.00	\$0.00	\$1,099,480.00	\$113,995.43	\$0.00	\$1,047,919.82	\$51,560.18	95%	\$1,073,985.40
500										
500.510	Insurance	14,909.00	.00	14,909.00	.00	.00	14,908.14	.86	100	15,458.52
500.530	Rental	14,705.00	.00	14,705.00	1,433.84	.00	14,318.70	386.30	97	14,168.64



Budget Performance Report

Fiscal Year to Date 06/26/20

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/Rec'd	Prior Year Total
Fund 5410	Solid Waste Disposal									
EXPENSE										
Department 267	Solid Waste Disposal									
Function C0800	Solid Waste Services									
500 - Totals		\$29,614.00	\$0.00	\$29,614.00	\$1,433.84	\$0.00	\$29,226.84	\$387.16	99%	\$29,627.16
800										
800.810	Losses	.00	.00	.00	.00	.00	.00	.00	+++	333.00
800 - Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$333.00
Function C0800	Solid Waste Services Totals	\$1,129,844.00	\$0.00	\$1,129,844.00	\$115,429.27	\$0.00	\$1,077,146.66	\$52,697.34	95%	\$1,103,945.56
Function K0400	Depreciation									
800										
800.830	Depreciation/Retained Ear	.00	.00	.00	.00	.00	.00	.00	+++	4,080.00
800 - Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$4,080.00
Function K0400	Depreciation Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$4,080.00
Department 267	Solid Waste Disposal Totals	\$1,129,844.00	\$0.00	\$1,129,844.00	\$115,429.27	\$0.00	\$1,077,146.66	\$52,697.34	95%	\$1,108,025.56
Department 518	Recycling									
Function C0800	Solid Waste Services									
300										
300.350	Professional Services	15,000.00	20,000.00	35,000.00	3,480.00	.00	23,527.30	11,472.70	67	16,363.76
300 - Totals		\$15,000.00	\$20,000.00	\$35,000.00	\$3,480.00	\$0.00	\$23,527.30	\$11,472.70	67%	\$16,363.76
Function C0800	Solid Waste Services Totals	\$15,000.00	\$20,000.00	\$35,000.00	\$3,480.00	\$0.00	\$23,527.30	\$11,472.70	67%	\$16,363.76
Department 518	Recycling Totals	\$15,000.00	\$20,000.00	\$35,000.00	\$3,480.00	\$0.00	\$23,527.30	\$11,472.70	67%	\$16,363.76
EXPENSE TOTALS		\$1,144,844.00	\$20,000.00	\$1,164,844.00	\$118,909.27	\$0.00	\$1,100,673.96	\$64,170.04	94%	\$1,124,389.32
Fund 5410	Solid Waste Disposal Totals									
REVENUE TOTALS		1,122,800.00	.00	1,122,800.00	100,194.26	.00	1,101,500.75	21,299.25	98%	1,158,841.86
EXPENSE TOTALS		1,144,844.00	20,000.00	1,164,844.00	118,909.27	.00	1,100,673.96	64,170.04	94%	1,124,389.32
Fund 5410	Solid Waste Disposal Totals	(\$22,044.00)	(\$20,000.00)	(\$42,044.00)	(\$18,715.01)	\$0.00	\$826.79	(\$42,870.79)		\$34,452.54
Grand Totals										
REVENUE TOTALS		1,122,800.00	.00	1,122,800.00	100,194.26	.00	1,101,500.75	21,299.25	98%	1,158,841.86
EXPENSE TOTALS		1,144,844.00	20,000.00	1,164,844.00	118,909.27	.00	1,100,673.96	64,170.04	94%	1,124,389.32
Grand Totals		(\$22,044.00)	(\$20,000.00)	(\$42,044.00)	(\$18,715.01)	\$0.00	\$826.79	(\$42,870.79)		\$34,452.54



Trial Balance Listing

Through 06/30/20
Detail Balance Sheet Listing
Exclude Rollup Account

Account	Account Description	Balance Forward	YTD Debits	YTD Credits	Ending Balance	Prior Year YTD Balance
Fund 5410 - Solid Waste Disposal						
101.000	Cash	548,974.65	1,119,389.45	1,208,869.69	459,494.41	548,974.65
118.000	2000 Sp Assess & Prior	6,959.50	.00	.00	6,959.50	6,959.50
118.010	'01 Delq. Spec. Asses Rec	1,016.50	.00	.00	1,016.50	1,016.50
118.020	'02 Spec. Asses Rec	1,121.00	.00	.00	1,121.00	1,121.00
118.030	'03 Spec. Asses Rec	1,092.50	.00	.00	1,092.50	1,092.50
118.040	'04 Spec. Asses Rec	1,206.50	.00	.00	1,206.50	1,206.50
118.050	'05 Spec. Asses Rec	1,178.00	.00	.00	1,178.00	1,178.00
118.060	'06 Spec. Asses Rec	2,432.00	.00	.00	2,432.00	2,432.00
118.070	'07 Spec. Asses Rec	3,101.75	.00	.00	3,101.75	3,101.75
118.080	'08 Spec. Asses Rec	4,624.50	.00	171.00	4,453.50	4,624.50
118.090	'09 Spec. Asses Rec	7,102.50	.00	360.00	6,742.50	7,102.50
118.100	'10 Spec. Asses Rec	6,967.50	.00	450.00	6,517.50	6,967.50
118.110	'11 Spec. Asses Rec	10,717.50	.00	360.00	10,357.50	10,717.50
118.120	'12 Spec. Asses Rec	12,806.00	.00	750.00	12,056.00	12,806.00
118.130	'13 Spec Asses Rec	18,416.00	.00	840.00	17,576.00	18,416.00
118.140	'14 Spec. Asses Rec	21,450.00	.00	1,200.00	20,250.00	21,450.00
118.150	'15 Spec. Asses Rec	24,720.00	.00	1,680.00	23,040.00	24,720.00
118.160	'16 Spec. Asses Rec	27,840.00	.00	1,920.00	25,920.00	27,840.00
118.170	'17 Spec. Asses Rec	32,610.00	.00	3,390.00	29,220.00	32,610.00
118.180	18' Spec Asses Rec	81,190.00	.00	43,050.00	38,140.00	81,190.00
118.190	'19 Spec Asses Rec	77,340.00	983,860.00	960,530.00	100,670.00	77,340.00
118.200	20' Spec Asses Rec	.00	141,740.00	64,480.00	77,260.00	.00
122.100	All for Uncollected A/R	(15,818.59)	.00	.00	(15,818.59)	(15,818.59)
123.000	A/R Revenue Accrual	726.00	.00	726.00	.00	726.00
131.000	Due From Other Funds	.00	205.00	205.00	.00	.00
181.000	Land	47,379.00	.00	.00	47,379.00	47,379.00
182.000	Buildings	81,599.00	.00	.00	81,599.00	81,599.00
183.000	Allowance for Dep. Bldg.	(42,500.00)	.00	.00	(42,500.00)	(42,500.00)
184.000	Improv Other Than Bldgs.	58,396.90	.00	.00	58,396.90	58,396.90
184.100	Allow for Dep Improvement	(58,396.90)	.00	.00	(58,396.90)	(58,396.90)
186.000	Machinery & Equipment	24,723.20	.00	.00	24,723.20	24,723.20
187.000	Allowance for Depr.M & E	(24,722.40)	.00	.00	(24,722.40)	(24,722.40)
202.000	Accounts Payable	(105,297.74)	1,205,167.84	1,099,870.10	.00	(105,297.74)
223.300	Deferred Rev-Spec. Asses.	.00	1,079,181.00	1,142,533.25	(63,352.25)	.00
260.200	Assigned Fund Balance	(772,476.07)	.00	.00	(772,476.07)	(772,476.07)
289.100	Investments in Fixed Assets	(86,478.80)	.00	.00	(86,478.80)	(86,478.80)
	Fund Revenues	.00	17,659.25	1,119,170.00	(1,101,510.75)	.00
	Fund Expenses	.00	1,103,571.95	219.45	1,103,352.50	.00
	Fund 5410 - Solid Waste Disposal Totals	\$0.00	\$5,650,774.49	\$5,650,774.49	\$0.00	\$0.00

July 14, 2020

Resolution 20-38

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Budget Appropriation Print Shop

INITIATED BY: Cascade County Clerk & Recorder

ACTION REQUESTED: Approval of Resolution 20-38

PRESENTED BY: Rina Fontana Moore
Cascade County Clerk & Recorder

SYNOPSIS:

The Cascade County Print Shop is over budget within payroll – 100-110, overtime – 100-120 and termination pay – 100-130. This is due to unexpected overtime and the unplanned retirement of a staff member. The Print Shop had revenues in excess of what was originally budgeted and would like to move some of those additional revenues to the above referenced line items to compensate for the shortage.

RECOMMENDATION:

Approval of Resolution #20-38.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

Mr. Chairman, I move the Cascade County Commission **APPROVE** Resolution #20-38 increasing the expenditures in Fund 6020 by \$12,107 offset by recognizing additional revenues of \$12,107.

MOTION TO DISAPPROVE:

Mr. Chairaman, I move the Cascade County Commission **DISAPPROVE** Resolution #20-38 increasing the expenditures in Fund 6020 by \$12,107 offset by recognizing additional revenues of \$12,107.

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, MONTANA

**IN THE MATTER OF A BUDGET
APPROPRIATION WITHIN CASCADE COUNTY
COUNTY PRINTER FUND #6020**

RESOLUTION 20-38

WHEREAS, the Commission passed Resolution 19-53 Adopting the Final Budget for FY2020 on September 3, 2019 as per MCA 7-6-4020 for all funds including Fund #6020 County Printer; and

WHEREAS, during the course of the fiscal year, this fund experienced unanticipated increases in overtime and an unplanned retirement expenses, as well as additional revenues; and

WHEREAS, a budget amendment is necessary to increase expenditures in Fund #6020 County Printer to be offset by unrecognized revenues of \$12,107 each effective as of June 30, 2020; and

WHEREAS, pursuant to Section 7-6-4006, M.C.A. 2017, the Board of County Commissioners has the power to appropriate funds within the budget; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Cascade County the appropriation adjustments are to be made as detailed in Attachment A;

Dated this 14th Day of July, 2020.

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

JAMES L. LARSON, CHAIRMAN

JANE WEBER, COMMISSIONER

JOE BRIGGS, COMMISSIONER

ATTEST:

CLERK & RECORDER/AUDITOR
mke

REQUEST FOR BUDGET APPROPRIATION

Date: 7/2/2020

Attachment A

To: Cascade County Board of Commissioners

Program Name:

CFDA #

Contract #

Responsible Department:

Prepared by: Rina Fontana Moore

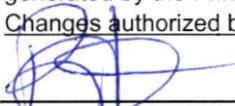
Please approve the following budget changes:

	<u>Fund</u>	<u>Dept</u>	<u>Function</u>	<u>Account</u>	<u>Budgeted Amount</u>	<u>Increase (Decrease)</u>	<u>Amended Budget</u>
<u>Expenses</u>							
Acct #	6020	- 321	- J0500	- 100.110	\$ 65,512	\$ 3,000	\$ 68,512
Acct #	6020	- 321	- J0500	- 100.120	\$ 1,600	\$ 1,380	\$ 2,980
Acct #	6020	- 321	- J0500	- 100.130	\$ -	\$ 7,727	\$ 7,727
Acct #					-	-	\$ -
Acct #					-	-	\$ -
Acct #					-	-	\$ -
Acct #					-	-	\$ -
Acct #					-	-	\$ -
Acct #					-	-	\$ -
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Acct #					-	-	\$ -
Acct #					-	-	\$ -
Acct #					-	-	\$ -
Acct #					-	-	\$ -
Acct #					-	-	\$ -
					<u>\$ 67,112</u>	<u>12,107</u>	<u>79,219</u>
<u>Revenues</u>							
Acct #	6020	- 321	-	- 39.8000	\$ 125,000	\$ 12,107	\$ 137,107
Acct #					\$ -	\$ -	\$ -
					<u>\$125,000</u>	<u>\$ 12,107</u>	<u>\$ 137,107.00</u>

Explanation of budget changes:

Increase budget authority for the additional expense caused by overtime and retirement, offset by recognizing additional generated by the Print Shop

Changes authorized by:



 Department Head Signature or Elected Official Signature

7/2/20

 Date



 Mary Embleton, Budget Officer

7/2/2020

 Date

Rina Fontana Moore
 Print Name



Budget Performance Report

Fiscal Year to Date 06/26/20 ✓

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 6020 - County Printer										
REVENUE										
Department 000 - Revenue										
33										
33.6020	Revenue - On-behalf payment	.00	.00	.00	.00	.00	.00	.00	+++	1,251.35
33 - Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$1,251.35
37										
37.1010	Interest Earnings	3,000.00	.00	3,000.00	.00	.00	3,465.91	(465.91)	116	5,325.45
37 - Totals		\$3,000.00	\$0.00	\$3,000.00	\$0.00	\$0.00	\$3,465.91	(\$465.91)	116%	\$5,325.45
39										
39.8000	Printing	125,000.00	.00	125,000.00	1,001.95	.00	189,038.23	(64,038.23)	151	144,401.58
39 - Totals		\$125,000.00	\$0.00	\$125,000.00	\$1,001.95	\$0.00	\$189,038.23	(\$64,038.23)	151%	\$144,401.58
Department 000 - Revenue Totals		\$128,000.00	\$0.00	\$128,000.00	\$1,001.95	\$0.00	\$192,504.14	(\$64,504.14)	150%	\$150,978.38
REVENUE TOTALS		\$128,000.00	\$0.00	\$128,000.00	\$1,001.95	\$0.00	\$192,504.14	(\$64,504.14)	150%	\$150,978.38
EXPENSE										
Department 321 - County Printer										
Function J0500 - Printing										
100										
100.110	Salaries & Wages	65,512.00	.00	65,512.00	4,192.97	.00	65,308.94	203.06	100	45,707.06
100.120	Overtime	1,600.00	.00	1,600.00	51.00	.00	2,979.77	(1,379.77)	186	502.61
100.130	Termination Pay	.00	.00	.00	.00	.00	7,727.19	(7,727.19)	+++	.00
100.135	Compensated Absence Expense	.00	.00	.00	.00	.00	.00	.00	+++	327.24
100.140	Employer Contributions	28,561.00	.00	28,561.00	1,248.83	.00	26,887.22	1,673.78	94	19,676.98
100.146	Union Pensions	156.00	.00	156.00	11.96	.00	142.72	13.28	91	.00
100.147	Pension Expense- GASB	.00	.00	.00	.00	.00	.00	.00	+++	1,248.50
100 - Totals		\$95,829.00	\$0.00	\$95,829.00	\$5,504.76	\$0.00	\$103,045.84	(\$7,216.84)	108%	\$67,462.39
200										
200.220	Operating Supplies	30,000.00	.00	30,000.00	166.20	2,620.04	27,250.61	129.35	100	15,031.49
200 - Totals		\$30,000.00	\$0.00	\$30,000.00	\$166.20	\$2,620.04	\$27,250.61	\$129.35	100%	\$15,031.49
300										
300.343	Telephone	600.00	.00	600.00	64.14	.00	770.18	(170.18)	128	759.60
300.348	Cell Phone Costs	325.00	.00	325.00	56.12	.00	320.71	4.29	99	312.33
300.350	Professional Services	3,000.00	.00	3,000.00	71.63	69.90	1,163.04	1,767.06	41	2,750.49
300.360	Repair & Maint. Services	40,000.00	.00	40,000.00	926.11	.00	36,845.36	3,154.64	92	23,467.10
300.374	Mileage County Vehicles	500.00	.00	500.00	63.00	.00	235.00	265.00	47	466.00
300 - Totals		\$44,425.00	\$0.00	\$44,425.00	\$1,181.00	\$69.90	\$39,334.29	\$5,020.81	89%	\$27,755.52
500										
500.510	Insurance	195.00	.00	195.00	.00	.00	194.90	.10	100	202.10
500 - Totals		\$195.00	\$0.00	\$195.00	\$0.00	\$0.00	\$194.90	\$0.10	100%	\$202.10
Function J0500 - Printing Totals		\$170,449.00	\$0.00	\$170,449.00	\$6,851.96	\$2,689.94	\$169,825.64	(\$2,066.58)	101%	\$110,451.50

+15,000

+15,000



Budget Performance Report

Fiscal Year to Date 06/26/20

Include Rollup Account and Rollup to Object

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 6020	County Printer									
	EXPENSE									
	Department 321 - County Printer									
	Function K0400 - Depreciation									
800										
800.830	Depreciation/Retained Ear	.00	.00	.00	.00	.00	.00	.00	+++	27,200.06
	800 - Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$27,200.06
	Function K0400 - Depreciation Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	+++	\$27,200.06
	Department 321 - County Printer Totals	\$170,449.00	\$0.00	\$170,449.00	\$6,851.96	\$2,689.94	\$169,825.64	(\$2,066.58)	101%	\$137,651.56
	EXPENSE TOTALS	\$170,449.00	\$0.00	\$170,449.00	\$6,851.96	\$2,689.94	\$169,825.64	(\$2,066.58)	101%	\$137,651.56
Fund 6020	County Printer Totals									
	REVENUE TOTALS	128,000.00	.00	128,000.00	1,001.95	.00	192,504.14	(64,504.14)	150%	150,978.38
	EXPENSE TOTALS	170,449.00	.00	170,449.00	6,851.96	2,689.94	169,825.64	(2,066.58)	101%	137,651.56
Fund 6020	County Printer Totals	(\$42,449.00)	\$0.00	(\$42,449.00)	(\$5,850.01)	(\$2,689.94)	\$22,678.50	(\$62,437.56)		\$13,326.82
	Grand Totals									
	REVENUE TOTALS	128,000.00	.00	128,000.00	1,001.95	.00	192,504.14	(64,504.14)	150%	150,978.38
	EXPENSE TOTALS	170,449.00	.00	170,449.00	6,851.96	2,689.94	169,825.64	(2,066.58)	101%	137,651.56
	Grand Totals	(\$42,449.00)	\$0.00	(\$42,449.00)	(\$5,850.01)	(\$2,689.94)	\$22,678.50	(\$62,437.56)		\$13,326.82

Montana SMP

Memorandum of Understanding

For the Period June 1, 2020 to May 31, 2021

Agreement by and between Missoula Aging Services (Area VII Agency on Aging), a non-profit organization incorporated under the laws of the State of Montana, having its principal place of business at 337 Stephens Avenue, Missoula, MT 59801, herein referred to as the "Agency" or "MAS" and Area VIII Agency on Aging, having its principal place of business and mailing address at 1801 Benefis Court, Great Falls, MT 59405, herein referred to as the Volunteer Host Organization or "VHO."

The purpose of this agreement is to establish the effectiveness of recruiting and training retired professionals to teach and educate at least 20,000 Montana Medicare beneficiaries and their families over a five year period how to better monitor what is paid on their behalf and what to do about identified discrepancies. MAS and the VHO will achieve this through recruitment of volunteers who will conduct outreach and education along with staff for other seniors, their families and their communities.

TERM

1. The term of this Agreement shall commence June 1, 2020 and end May 31, 2021.

MISSOULA AGING SERVICES RESPONSIBILITIES:

1. Pay a total compensation not to exceed \$ 10,000 for the time period covered by this Memo of Understanding (MOU). Additional funds may be available in recognition of achieving or exceeding the Area's performance goals, depending on the budget.
2. \$3,333 (one third) shall be paid upon completion of the MOU.
3. Future Payments will be contingent on the following:
 - a. **Successful completion of Volunteer Risk Program Management (VRPM) trainings.**
 - b. **Timely receipt of complete and accurate monthly reports, due on the 15th day of the following month for anything not reported into Capstone.**
 - c. **Completion of project objectives outlined in contractor responsibilities.**
4. Payments will be made within 45 days of receipt and acceptance of quarterly reports which includes progress toward outreach goals listed below under VHO Responsibilities and other contractor responsibilities.
5. The Agency will provide professional support and assistance, presentation materials and educational handouts for distribution.

6. The Agency will provide ongoing training, including ongoing individualized assistance utilizing web based technology, based on partner needs and requests.
7. The Agency will provide phone support, consultation and problem resolution, and will be available to complete complex cases sent in by the VHO's.
8. The Agency will provide four \$50 gas cards in total statewide to be raffled off on a quarterly basis.
9. The Agency will provide a 30 sec PSA for TV and radio and provide to the VHO for local use. Additionally, the Agency will place ads for one week statewide on local ABC, CBS, FOX and NBC stations.
10. The Agency will implement a statewide media campaign through print utilizing MT 55, Montana Newspaper Association and MT Senior News, and will make VHO's aware of each buy.
11. The Agency will provide materials such as program brochures, marketing tools, advertisements, handouts, and reporting forms to be used for quarterly reports. The VHO shall have an acknowledgement of Administration for Community Living (ACL) and Administration on Aging (AoA) support placed on any publication written or published with grant support and if feasible, on any publication reporting the results of, or describing a grant supported activity. Examples of expressing an acknowledgement of support are:

"This publication was made possible by a grant from the Administration for Community Living and the Administration on Aging . . ."

"The project described in this article was supported by a grant from the Administration for Community Living and Administration on Aging . . ."

"The funding for this program was provided in part by the Administration for Community Living and Administration on Aging . . ."

Acknowledgements must not represent or suggest in any way that the views expressed are those of the Federal Government. For publications, this can be expressed to the effect that the contents of the publication are solely the responsibility of the authors and do not necessarily represent the official views of the Administration for Community Living. For audiovisuals, this acknowledgement must include the following explicit statement or its equivalent, except if clearly unnecessary or inappropriate because of the nature of the subject matter:

"The opinions expressed in this (film, program, etc.) do not necessarily reflect the views of the Administration for Community Living."

All materials created must be sent to the SMP Program Manager to send on to the ACL. Unless waived in writing by the ACL, this acknowledgement must also include the following statement or its equivalent: "The Administration for Community Living has not approved this (film, program, etc.) for presentation to the general public."

12. The Agency liaison is the Montana SMP Program Manager, Renee Labrie-Shanks. The Program Manager may be reached by phone at (406) 728-7682, fax (406) 728-0581, or by email at rlabrie@missoulaagingservices.org
13. The Agency will provide ongoing mentor calls throughout the year, with all calls being recorded and available for two weeks.
14. The Agency will provide webinar based training opportunities throughout the year and will provide in-person training during SHIP re-certification each year.

VHO RESPONSIBILITIES

1. The VHO will assist the Montana SMP program in meeting the one-year objectives. Those statewide objectives, indicators, and measures are listed in Attachment A.
2. The VHO will adhere to the Montana VRPM policy guide and complete four hours of ongoing training each year through webinars offered by the SMP Resource Center.
3. The VHO will provide a local volunteer coordinator, phone and office space to facilitate and coordinate referrals to volunteers, and will actively recruit, train and maintain adequate senior volunteers to meet demand in their communities.
4. The VHO will assign volunteers, along with agency staff, to reach a minimum of 344 elderly Medicare or Medicaid beneficiaries per year by May 31, 2021.
5. The VHO agrees to publicize and conduct local consumer education presentations about healthcare fraud, waste and abuse through contacts with senior centers and other agencies serving seniors, or at health/community fairs, and to widely distribute educational material on the topic. The project focus is to educate older persons and their families, with an emphasis on serving rural, vulnerable, isolated and non-English-speaking beneficiaries. MAS also encourages the VHO to use program volunteers to assist with these events.
6. The VHO will connect with local entities and partners to display the mobile kiosk produced in year one for set periods of time, moving to different locations throughout the year.
7. The VHO will participate in an SMP Customer Satisfaction Survey, provided by the National Resource Center, and administer post-surveys to presentation participants. Additionally, the VHO will collect names from completed surveys for those who are interested in being entered for 4 \$50 gas cards raffled annually, and return to the Agency.

8. The VHO agrees to timely filing of quarterly reports on designated and/or agreed upon and adapted forms summarizing Medicare fraud grant activities. The information will include, but not be limited to: the number of clients reached, the number and type of public information efforts including speaking engagements, health/community fairs and individual assistance, and the number of hours volunteers worked.
9. The VHO understands that in the performance of providing education and advice, they will have access to certain sensitive information about the client, and that such information may include medical records, insurance, financial and other personal and confidential data. Therefore, the VHO agrees to restrict use of such information to the performance of duties described in the VRPM policy guidelines. The VHO understands that a breach of this agreement may result in termination of this agreement and liability for breaching the client's right to privacy and confidentiality.
10. The VHO shall maintain reasonable records in the performance of this contract and shall allow access to those records by the Agency, the Administration for Community Living, or any duly appointed representatives of the state or federal government.
11. Any discovery, copyright, invention, work papers, written materials, publication, information, by-product, or end product arising out of, or incident to the performance of this MOU shall be shared with the Agency unless otherwise required by state or federal regulations.
12. The VHO will appoint a contact person to be used for communication with the Agency, and provide name, address (if different than VHO), phone number, fax number, and email address where indicated below. Please indicate whether the liaison is also the assigned volunteer coordinator.

The liaison for the VHO is: Pam Roatch

Phone/fax: 406-454-6990/406-454-6991 _____

Email: proatch@cascadecounty.mt.gov _____

Also Volunteer Coordinator? Yes No
13. The VHO will make services available in the following counties:

_____.

LIABILITY

Each party agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law.

TERMINATION

This MOU may be terminated by any of the parties hereto upon written notice delivered to the other parties at least thirty (30) days prior to intended dates of termination. By such termination, no party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. In the event that the MOU is terminated with the Area Agency on Aging, Missoula Aging Services reserves the right to contract with other service providers in the AAA's service area.

CHANGES/AMENDMENTS/ASSIGNMENT

This MOU constitutes the entire agreement between the parties. All amendments and/or changes shall be by written instrument executed by the parties hereto. The parties hereto have caused this MOU to be executed as of the date set forth herein by their duly authorized representatives. The rights and responsibilities of the parties under this contract shall not be assignable without the prior written approval of Missoula Aging Services.

FUNDING AVAILABILITY

This contract is subject to and contingent upon the continuing availability of federal funds for the purposes described herein.

BREACH OF CONTRACT

If a dispute arises between the parties under this contract over payment for goods or services, the dispute is brought before Board of Directors of Missoula Aging Services and will determine what payment will be made between the parties involved in the dispute.

CIVIL RIGHTS

The VHO will comply with the Civil Rights Act of 1964.

The VHO agrees that no person shall, on the ground of race, color, national origin, creed, sex, religion, political ideas, marital status, age or handicap be excluded from employment or participation in, be denied benefits, or be otherwise subjected to discrimination under any program or activity connected with the implementation of this contract, and further agrees that affirmative steps will be taken to employ and advance in employment qualified handicapped individuals.

The VHO further agrees that all hiring done in connection with this contract shall be on the basis of merit qualifications genuinely related to competent performance of the particular occupational task.

DUPLICATION OF COST

The VHO represents and certifies that any charges contemplated and included in its estimate of cost for performance are not duplicative of any charges against any other government contract, subcontract or other government source.

POLITICAL ACTIVITIES

The VHO agrees that expenditure of funds under the terms and conditions set forth in this contract shall not be used to pay the salary or expenses of any grant or contract VHO or agent acting for such VHO to engage in any activity designed to influence legislation or appropriations pending before the Congress. This means that the costs of attempting to influence legislation pending before Congress may not be used either as direct or indirect costs.

The VHO shall cooperate with any federal investigation undertaken.

IN WITNESS WHEREOF the parties hereto have executed this MOU.

MISSOULA AGING SERVICES
337 Stephens Avenue
Missoula MT 59801
728-7682



By: _____
Rob Edwards, Operations Director

Date: 6/1/2020

VOLUNTEER HOST ORGANIZATION
Organization Name: Area VIII Agency on
Aging - Cascade County Aging Services

By: Kimberliegh L Thiel Schaaf, Director

Date: 6/17/2020

Federal Tax Identification #: 81-6001343

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Passed and adopted at Commission Meeting held on this 14th day of June 2020.

Attest

On this 14th day of June 2020, I hereby attest the above-written signatures of James L. Larson, Jane Weber and Joe Briggs, Cascade County Commissioners.

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

Attachment A

Montana SMP Statewide Objectives, Indicators and Measures

For the Period June 1, 2020 to May 31, 2021

Missoula Aging Services, in partnership with the Montana Area Agencies on Aging and key stakeholders, will continue to strengthen efforts to educate and empower seniors in the fight against healthcare fraud by continuing proven efforts, as well as implementing new strategies. The overall goal is to educate 4,000 Medicare beneficiaries annually on how to prevent, detect, and report health care fraud, errors and abuse.

The measurable statewide outcome for this project is to achieve a higher level of understanding of fraud detection and prevention as demonstrated by results from post-tests.

- 1) Provide group education and one-on-one assistance to 4,000 people on Medicare statewide.
- 2) Recruit, train and retain 10 additional volunteers that will provide high quality education and beneficiary inquiry resolution statewide.
- 3) Annually monitor and assess SMP results on operational and quality measures.
- 4) Position SMP to respond to changes in the programmatic landscape targeting and working with underserved populations.

Technical assistance will be offered to all partners on volunteer management, coalition building, outreach strategies and other topics as requested. Complex Inquiry Resolution tools and Medicare class templates will be provided by Missoula Aging Services. The program will continue to offer flexibility for all partners in their outreach and dissemination of the program goals and objectives; avoiding a 'one size fits all' approach and embracing locally responsive strategies.

July 14, 2020

Contract #20-82

Agenda Action Report
prepared for the
Cascade County Commission

ITEM:

Service Agreement between Cascade County Aging Services and the Belt Golden Agers Senior Center for Older Americans Services in FY2021

ACTION REQUESTED:

Approval Contract #20-82

PRESENTED BY:

Kim Thiel-Schaaf, Aging Services Director

SYNOPSIS:

Cascade County Aging Services has a Service Agreement in place with the Montana Department of Health and Human Services Senior Long-Term Care Division (DHPPHS SLTC) to provide services to people over the age of 60 so that they may remain independent in their homes and age in place. These services include such things as meals provided in a Congregate Setting and Educational/Information sessions on topics of interest to seniors or those that care for them as well as opportunities to socialize with peers. These services are intended to meet the health, well-being, socialization and nutritional needs of persons over the age of 60.

Cascade County Aging Services does not have the capacity to provide some of the services and chooses to contract with the senior centers located throughout the County to provide a portion of the services. Namely, we look to the Senior Centers to provide space/time to others who would like to give presentations related to topics of interest to the senior population, e.g. housing, tax preparation, elder abuse, legal document review, health prevention, exercise, cards, bingo and other activities. There are six (6) centers in Cascade County, all operating as private non-profits, and all providing varying activities under agreement with Cascade County Aging Services. These agreements have been informally in place for a number of years, but the requirements of 2 CFR 200 Uniform Guidance of Grants and Cooperative Agreements as well as those passed to the Agency by the Service Agreement in place with Montana DPHHS SLTC, dictate that these agreements take the form of a written, annual services agreement and/or memorandum of understanding to ensure that all applicable regulations pertaining to the funding is followed.

To that end, Contract 20-82 is with the Belt Golden Agers Senior Citizen's Inc. dba/Belt Senior Center for the period of July 1, 2020 through June 30, 2021 and is a renewal of the agreement for the services. Belt has conducted contracted services for Congregate meals since March 2020 and has been providing Senior Activities for decades. The contracted meal services have been going well and received high praise from patrons. Their contractor provides a noon meal on Monday, Wednesday, and Thursdays. They have been doing the meals as take out or delivery only during the coronavirus pandemic, but will resume dining room services when the state reaches Phase 3 of the reopening. This contract with Belt Senior Center includes a payments of Federal Funds that are received as pass-through funding from Montana DPHHS SLTC for the purpose of providing programming at the Center to include educational presentations, socialization opportunities, information and referral (one stop shop for people who do not know where to go and referred onto an appropriate spot), exercise, congregate meal service and other opportunities for people over 60 to engage with their community. Those payments are \$910/month in Federal Older Americans Title IIIB funds and payable upon receipt of report and data sets each month prior to the 5th working day of the month. Additionally, this contract provides for \$1,700/month in Federal Older Americans Title IIIC1 funds to be paid to the Belt Center for the provision of a Congregate meal to area residents over the age of 60 in a group

setting at the Center. Contract may be resumed annually provided funding for the programs continues to be available to the County. The total FY2021 agreement will not exceed \$\$31,320. The Belt Senior Center will pay \$2,400/year toward the required match on the Federal Funds.

RECOMMENDATION:

Staff has worked with the Belt Center to reach the terms of this agreement and now recommends Approval of Contract #20-82.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Mr. Chair, I move that the Commissioners **APPROVE** Contract #20-82 Service agreement between Cascade County Aging Services and the Belt Golden Agers Senior Citizens, Inc. for the period July 1, 2020 through June 30, 2021 for a total sum not to exceed \$31,320.

MOTION TO DISAPPROVE: Mr. Chair, I move that the Commissioners **DISAPPROVE** Contract #20-82 Service agreement between Cascade County Aging Services and the Belt Golden Agers Senior Citizens, Inc. for the period July 1, 2020 through June 30, 2021 for a total sum not to exceed \$31,320.

SERVICE PROVIDER AGREEMENT

This Service Provider Agreement is entered into by and between Cascade County, for the Cascade County Aging Services – Area VIII Agency on Aging (AGENCY) and the Belt Golden Ager’s Senior Citizens, Inc. EIN 81-0367952 (PROVIDER).

WHEREAS, the Agency has contracted funds from the Montana Department of Public Health and Human Services (MDPHHS) Older Americans Act and from other funding sources to provide certain services to the senior populations in Cascade County; and

WHEREAS, the Agency, under its agreement with MDPHHS, must assure the provision of nutrition and/or other community based support services to adults age 60 and over to assist in meeting their special nutritional and social needs and to enhance their health, well-being and quality of life; and

WHEREAS, Provider operates the Belt Golden Ager’s Senior Citizens, Inc. (CENTER) in the Town of Belt, Montana, and is interested in providing such services to the senior population in Belt, Montana, on behalf of the Agency; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Agency and the Provider hereby agree as follows:

SECTION 1 – INCORPORATION OF RECITALS.

The Recitals set forth above are incorporated into and shall constitute a material part of this Service Provider Agreement (“Agreement”).

SECTION 2 – PURPOSE.

The Purpose of this Agreement is to assure provision of nutrition and/or other community based support services to adults age 60 and over to assist in meeting their special nutritional and social needs and to enhance their health, well-being and quality of life, to be funded by the Older Americans Act funds and other funding sources secured for this purpose by the Agency.

As a condition of receiving federal, state and county funding from the Agency, the Provider must comply with the terms of this agreement, provisions of the Older Americans Act and other applicable federal and state regulations.

SECTION 3 – EFFECTIVE DATE & DURATION

The Provider shall commence performance of this Agreement on July 1, 2020 and shall complete performance to the satisfaction of the Agency on June 30, 2021.

SECTION 4 – COMPLIANCE AND REQUIRED SUPPORTING DOCUMENTATION

As a condition of receiving federal, state and county funding from the Agency, the Provider must comply with the terms of this Agreement, the provisions of the Older Americans Act, and all other applicable federal and state regulations as set forth herein.

Upon signing the Agreement, and in the event changes occur during the term of this Agreement, the Provider shall submit the following documents to the Agency, which are incorporated in this Agreement as though fully set forth herein:

- IRS Tax exempt letter
- Organization Bylaws
- Most recently filed 990
- Financial Statements (Income Statement & Balance Sheet) for the Provider's most recently completed fiscal year
- Board approved budget for the Provider's current fiscal year
- Names and contact information, including email addresses (if available), for current Board of Directors, with officers as well as the primary Provider Point of Contact for this Agreement indicated.
- Recent sample newsletter, brochure or other marketing materials that describe activities and services provided at the Provider's location.
- W-9 and current certification of insurance in the following coverage/limits naming Cascade County as an additional insured:
 - Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence.
 - Professional Liability Insurance with a minimum of \$1,000,000 per occurrence is required for professional services, such as auditing or consulting
 - Auto Liability - Auto Combined Single Liability with a minimum limit of \$1,000,000 per accident must be provided if the Provider owns a vehicle.
 - If board members, staff, or volunteers drive their own vehicles while working on behalf of the Provider, the Provider must submit proof of personal auto insurance for each driver to the Agency annually and upon each individuals' policy renewal.
 - Worker's Compensation coverage or an Independent Contractor Exemption Certificate that indicates the applicable work being performed.
 - An Excess/Umbrella Liability policy may be used to supplement the general liability coverage and/or auto liability coverage, in order to match or exceed the minimum dollar limits above. The Excess/Umbrella Liability policy may not be used in place of Worker's Compensation coverage or an Independent Contractor Exemption Certificate.

SECTION 5 – RESPONSIBILITIES OF THE PROVIDER

The Provider agrees to the following:

A. GENERAL REQUIREMENTS:

- Comply with the Older Americans Act and all other applicable federal and state regulations and guidelines.
- Ensure services are targeted to seniors with the greatest social and economic need.
- Work with Agency staff to identify, prioritize and respond to needs for aging services in the local area.
- Report management, financial and program information to the Agency on a quarterly basis. Quarterly reports are due 30 days after the end of the quarter and shall, at a minimum, include the following:
 - Copies of Board minutes for the quarter
 - Financial Statements: Income Statement, Balance Sheet and Budget to Actuals report that clearly identifies how the funds dispensed as part of this Agreement were spent.
 - Final quarterly reports shall be reported to cover the full contract duration (July 1, 2020 to June 30, 2021)
- Ensure that Board Members review the Agreement, and any renewals thereof, with the Agency.
- Refer all client complaints to the Agency in a timely manner and be available to assist with complaint resolution, if requested.
- Disseminate, encourage completion of and retrieve Agency surveys of clients as requested; provide assistance to clients with completing surveys, if needed.

B. NUTRITION SERVICES (TITLE IIIC-1 Nutrition Services – CFDA 93.045)

- Operate the Congregate Meal Program according to the guidelines set by the Agency.
- Arrange for home delivered meals and takeout meals at the Center on days approved by the Agency.
- Assume full responsibility for securing one or more individuals (COOK) to prepare meals for the Center on the agreed upon days. Cook shall maintain a ServSafe Certification and be capable of providing a menu by the fifteenth (15th) day of the month prior to service.
 - Ensure that Cook submits the menu to Agency for pre-approval to ensure that Federal Nutritional Standards are met.
 - Ensure that Cook submits to the Agency a copy of any agreement entered into between Cook and required ServSafe Certification.
- Ensure compliance with all food handling and safety standards
- Engage in outreach and promotion to encourage growth in the Congregate Meal Program.

- Identify and refer potential home delivery clients to Agency staff for required assessment and intake
- Engage the services of a Site Manager for Congregate Meal Program with responsibility for taking meal reservations, meal ordering, site preparation/cleaning up, greeting and interacting with the diners and providing them with hands on assistance as needed, food service compliance with food handling and safety standards, collecting and submitting meal donations, following up on “no response” home delivery attempts, volunteer recruitment and coordination, referral to Agency staff any potential home delivery clients and outreach/promotion of the meal program. The Site Manager must communicate regularly with Agency staff to ensure high quality service delivery and must attend mandatory Nutrition Committee meetings at the Agency. The Site Manager is required to submit the following documentation for the Provider on a timely basis:
 - Meal Tally (units of service and client information)
 - New Client Capstone Intake Form (completely filled out)
 - Other Documentation Requested by the Agency
- Submit to the Agency monthly documentation delineating each person served (including all new intake forms, when needed); total number of units (meals) served and any required match. Such documentation shall be submitted no later than the fifth (5th) working day of each month for the month prior.
- Submit to the Agency a match amount of \$200 on a monthly basis along with the required reports no later than the fifth (5th) working day of the month.

C. HEALTH PROMOTION (TITLE IIID Preventative Health – CFDA 93.043)

- Provide activities and services as agreed upon and **approved** by the Agency
- Assume full responsibility for organizing and administering the chosen activities or services and arrange for payment of related costs
- Provide qualified leaders, organizers, interpreters, etc. as needed
- Submit monthly documentation by the fifth (5th) working day of the month to the agency to include the following:
 - Description of **approved evidence-based activities or services** provided during the month, including the names of the leaders/organizers and their credentials
 - Dates of activities or services and copies of the sign-in sheets
 - Summary of total number of participants over the age of sixty (60) per activity
- Activities under this category must meet the American Community Living (ACL) definition of evidence-based programming to qualify

D. ACTIVITIES AND SERVICES (TITLE IIIB – Supportive Services CFDA 93.044)

- Develop and implement activities and services designed to:
 - Prevent or delay institutionalization

- Increase community engagement and decrease social isolation
- Increase opportunities to participate in healthy lifestyles
- Promote intergenerational activities or relationships and/or
- Enhance the health, well-being and quality of life of seniors
- Promote activities and services in the senior community through outreach, education and marketing efforts
- Assume responsibility for organizing and implementing the chosen activities or services
- Submit monthly reports by the fifth (5th) working day of the month to the Agency that include:
 - Description of the services or activities provided with dates and number of participants
 - Summary of related outreach activities
 - Surveys, comments, or other feedback on the impact, when available

SECTION 6 – RESPONSIBILITIES OF AREA VIII AGENCY ON AGING

The Agency agrees to:

A. GENERAL REQUIREMENTS:

- As authorized by law, advocate for adequate funding for aging services and for policies that support high quality, flexible and individualized service delivery.
- Offer technical assistance and guidance to the Provider to improve and grow Center programs.
- Collect and compile necessary financial and statistical information to complete federal, state and other required reports.
- Conduct periodic review of board governance, provider policies/procedures and services to ensure compliance with the Agreement, Older Americans Act and/or other relevant regulations and guidelines.
- Inform the Provider and the State Unit on Aging of any issues with non-compliance.
- Enter all required data related to this Agreement into the Capstone Data Base maintained by the MDPHHS State Unit on Aging. Data will be entered no later than the tenth (10th) day of the month.

B. NUTRITION SITE SERVICES:

- Provide outreach and publicity concerning the availability of and guidelines for receipt of nutrition services.
- Provide guidance to the Provider regarding meal program requirements and food safety standards.
- Conduct periodic site reviews to ensure program compliance, food safety compliance and quality service delivery.
- Conduct intake assessments for home-delivery clients.
- Review monthly menus the month prior to service for nutritional compliance.
- Facilitate Nutrition Committee meetings.

- Provide periodic nutrition education to congregate sites and home-delivery clients.

C. OTHER ACTIVITIES AND SERVICES:

- Assist with promotion and outreach efforts related to the Provider's activities and services.
- Provide assistance and guidance in developing activities or services, as requested

SECTION 7 – BILLING AND PAYMENT

The Agency agrees to:

- Remit to the Provider \$910 on a monthly basis for Title 3B Services CFDA 93.044.
- Remit to the Provider \$1,700 on a monthly basis for Title 3C1 Services CFDA 93.043.
- Funds are subject to the availability of funds from the Master Contract with MDPHHS and are subject to modification based on budget revisions received from them.
- Agency agrees to provide instruction to the Provider on how to account for and report revenue/expenditures related to this Agreement.
- Agency retains the right to withhold payment if required monthly reports are not submitted in a timely manner. Payments will be made once all reports have been submitted to the Agency.

The foregoing notwithstanding, Provider recognizes that the funding for this Agreement is based upon a pass through by Agency of contracted government funds and/or grants. Accordingly, in the event that anticipated funds are reduced or become unavailable at any time during the term of this Agreement, Agency, in its sole and absolute discretion and without recourse of any kind, shall be relieved from further performance of this Agreement beyond the date Federal or State funds are reduced or become unavailable.

SECTION 8 – PROVIDER PERFORMANCE REVIEW

The Agency will monitor the Provider's performance as follows:

- Review of quarterly financial and monthly programmatic reports with any follow up as necessary
- Periodic on-site visits (announced and unannounced)
 - Annual Nutrition Site Review (if applicable)

SECTION 9 – DUPLICATION OF COSTS

The Provider represents and certifies that any charges contemplated and included in its estimate of cost for performance are not duplicative of any charges against any other government contract, subcontract or other government source.

SECTION 10 – COPYRIGHTS

The Agency and the State Unit on Aging shall have a royalty, non-exclusive and irrevocable right to reproduce, publish or otherwise authorize others to use for Agency purposes any material developed under this Agreement.

SECTION 11 – CONFIDENTIALITY

The use or disclosure, by any party, of any information concerning a recipient in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the Agency's or the Provider's responsibility with respect to services hereunder is prohibited, except with the written consent of the recipient or the court appointed guardian of a recipient.

Confidential information is defined as personal information which federal or state legal authorities or regulations protect from general public access and release. It includes, but is not limited to, social security number, driver's license, street and postal addresses, phone number, email address, medical data, protected health information as defined for purposes of the federal Health Insurance Portability and Accountability Act (HIPAA) and Health Information for Economic and Clinical Health Act (HITECH), programmatic individual eligibility, case management, payment and benefit information obtained from the IRS or other third parties that is protected and confidential.

The Agency and the Provider will protect confidential personal information using security standards and procedures meeting current best practices. Immediately upon discovering any unauthorized disclosure or use of confidential personal information by the Provider or its employees or agents, the Provider will notify the Agency and will take immediate measures to retrieve all such information and prevent further unauthorized disclosure or use.

SECTION 12 – INDEMNIFICATION

The Provider agrees to, indemnify, protect, defend and hold harmless Cascade County, the Area VIII Agency on Aging, its elected and appointed officials, agents and employees from and against all claims, demands, causes of action of any kind or character, including the defense thereof, arising out of the negligence, intentional act or misconduct of Provider, its agents, representatives or employees, assigns and subcontractors under this Agreement.

SECTION 13 – ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Provider agrees not to enter into sub-contracts for any of the work contemplated under this Agreement without prior written approval of the Agency. The Provider further agrees not to assign or transfer any work contemplated under this Agreement.

SECTION 14 – RESOLUTION OF AGREEMENT DISPUTE

The parties agree that any dispute arising under this Agreement which is not disposed of by negotiation and agreement, shall be decided by the Director of the Area VIII Agency on Aging, or her designee, who shall commit her decision to writing and furnish a copy to the Provider. The decision of the Director shall be final. Pending final resolution of such dispute the Provider agrees to continue performance under this Agreement unless the Agency requests the Provider to discontinue such performance.

SECTION 15 – AGREEMENT MODIFICATION

The Agency may modify the allocation of funds in this Agreement to contribute to the growth and betterment of programs. Any modification will be subject to the availability of funds and budget requirements. Level of service and costs will be reviewed and revised annually. Other changes to this Agreement can only be accomplished by written amendment signed by authorized representatives of both parties and attached to the original of this Agreement.

SECTION 16– COMPLIANCE WITH APPLICABLE POLICIES, LAWS AND REQUIREMENTS

Provider will comply with all applicable Federal, State and Cascade County regulations and Agency policies, including those pertaining to licensing, in performing this Agreement.

A. COMPLIANCE WITH FEDERAL AUTHORITIES:

Provider assures that it and any of its subcontractors will comply with all federal laws, regulations, and executive orders, that are applicable to this Agreement, to include the applicable provisions of the below referenced laws, regulations and executive orders. The list is not intended, nor must it be construed, as a listing of all authorities with which Provider must comply for the purposes of the Agreement. The Provider is responsible for determining with which authorities, if any in addition to the foregoing, it must comply in the performance of the Agreement.

1. Civil Rights Act of 1964 (42 U.S.C. § 2000d, *et seq.*), prohibiting discrimination based on race, color, or national origin;
2. Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*), prohibiting discrimination based on age;
3. Education Amendments of 1972 (20 U.S.C. § 1681), prohibiting discrimination based upon gender;

4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), prohibiting discrimination based upon disability;
5. Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*), prohibiting discrimination based upon disability;
6. Vietnam-Era Veterans Readjustment Assistance Act (38 U.S.C. § 4212), prohibiting discrimination in employment against protected veterans and requiring affirmative actions of recruit and employ protected veterans.
7. The Federal Executive Orders 11246, 11478, and 11375 and 41 CFR Part 60, requiring equal employment opportunities in employment practices.
8. Executive Order No. 13166 requiring facilitation of access for persons with limited English proficiency to federally funded services.
9. False Claims Act, 31 U.S.C. §§ 3729-3733 (the “Lincoln Law”), prohibiting recipients of federal payments from submitting a false claim for payment.
10. Sherman Anti-Trust Act, 15 U.S.C. §§1-7m prohibiting any contract, trust, or conspiracy in restraint of interstate or foreign trade.
11. Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 and the Anti-Kickback Statute, 42 U.S.C. §§ 1320(a)-(7)a, prohibiting the exchange or offer to exchange anything of value to induce the referral of federal health care program business.
12. Debarment and Suspension (Executive Orders 12549 and 12689, 2 CFR 180 and 2 CFR Subtitle B, Chapter III Part 300) prohibiting contract awards to parties listed on government-wide exclusions in the System for Award Management (SAM). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
13. Whistleblower Protection Act, 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310, requiring compliance with statutory requirements for whistleblower protections.
14. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), prohibiting the use of federal funds to pay for any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

15. Drug-Free Workplace Act of 1988, 41 U.S.C. §701, et. seq., requiring all organizations receiving federal monies to maintain a drug-free workplace.
16. Federal Funding Accountability and Transparency Act of 2006, requiring reporting of subawards and executive compensation;

- a. **First-tier Subawards.**

All recipients, unless exempt as provided in paragraph D, must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity. Recipients must report the information about each obligating action in accordance with the submission instructions posted at www.fsrs.gov.

- b. **Total Compensation of Recipient Executives.**

- i. All recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if,
 - (A) the total Federal funding authorized to date under this award is \$25,000 or more;
 - (B) in the preceding fiscal year, recipients received -
 - (1) Eighty percent or more of the annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (2) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (3) The public does not have access to information about the compensation of the executives through periodic reports filed under the Securities Exchange Act of 1934 and Internal Revenue Code of 1986.
 - ii. Where and when to report. Recipients must report executive total compensation described in paragraph b.1 of this award term:
 - (A) The Provider is to submit the Compensation Report to the Department by the end of the month following the month in which the total of the monies obligated through this Contract is at \$25,000 or more, whether occurring at the time of signing or at some later date due to a contractual amendment. The Provider must continue to submit the Compensation Report annually during the term of the Contract on the anniversary of the initial date of submittal,

even if the total consideration for the Contract is later amended to be less than \$25,000.

(B) The Provider will submit the Compensation Report to the Department by first-class mail addressed as follows or via email:

DPHHS
Attn: BFSD-FFATA Reporting
PO Box 4210
Helena, MT 59604-4210
hhsffata@mt.gov

c. Total Compensation of Subrecipient Executives.

All recipients unless exempt as provided in paragraph d. of this award term, for each first-tier subrecipient. Recipients must report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if

(i) in the subrecipient's preceding fiscal year, the subrecipient received:

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

(C) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

d. Exemptions. All recipients' gross income, from all sources of the previous tax year, under \$300,000, are exempt from the requirements to report:

(i) Subawards, and

(ii) The total compensation of the five most highly compensated executives of any subrecipient.

17. Disclosure of Ownership and Control Information pursuant to 42 C.F.R. §§ 455.104, 455.105, and 455.106, requiring disclosures of ownership and control, business transactions, and persons with criminal convictions in connection with the delivery of Medicaid funded services.

18. Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Information Technology for Economic And Clinical Health of 2009 (HITECH), requiring compliance with privacy, security, electronic transmission, coding and other requirements applicable to Covered Entities or a Business Associate as defined for purposes of the acts.
19. Patient Protection and Affordable Care Act – P.L. 111-148
20. Section 1557 of the Affordable Care Act and 45 CFR Part 92, prohibiting discrimination in health programs and activities any part of which receives Federal financial assistance.

B. COMPLIANCE WITH STATE OF MONTANA AUTHORITIES:

Provider assures that it and any of its subcontractors will comply with all State of Montana laws, rules, ordinances and executive orders, that are applicable to this Agreement, to include the provisions of the below referenced laws. The list is not intended, nor must it be construed, as a listing of all authorities with which Provider must comply for the purposes of the Agreement. Provider is responsible for determining with which, if any in addition to the foregoing authorities it must comply in the performance of the Agreement.

1. Montana False Claims Act, Title 17, Chapter 8, part 4, MCA.
2. Montana Anti-Trust laws – §30-14-201, MCA, et. seq.
3. Montana Human Rights Act Title 49 MCA
4. Montana Governmental Code of Fair Practices Title 49, Chapter 3

SECTION 17 – LIAISON

The Agency Director will act as the liaison to the Provider. The liaison will be the first contact regarding any questions and problems which arise in implementation of this Agreement.

SECTION 18 – TERMINATION

This Agreement may be canceled or terminated by either of the parties without cause; however, the parties seeking to terminate or cancel this Agreement must give written notice of its intention to do so to the other party at least thirty (30) days prior to the effective day of cancellation or termination.

If the Provider fails to provide services called for by this Agreement, or to provide such services within the time specified herein or any extension thereof, the Agency may, by

written notice of default to the Provider, terminate the whole or any part of this Agreement upon written notice.

The Agency may, upon finding that the Provider is not in compliance with any law or regulation, or applicable licensure and certification requirement, terminate this Agreement upon written notice to the Provider.

The above remedies are in addition to any other remedies provided by law or the terms of this Agreement.

Upon agreement termination or non-renewal of this Agreement, the Provider will allow the Agency, its agents and representatives, subject to reasonable notice full access to Provider's facilities and to examine and duplicate as necessary records (subject to confidentiality requirements) for the purpose of facilitating transfer of the Agreement activities.

SECTION 19 – FORCE MAJEURE

The Provider shall not be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the Provider. Such causes may include, but are not restricted to, acts of God or the public enemy, fire, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Provider.

SECTION 20 – INDEPENDENT CONTRACTOR/AGENCY

The Provider is an independent contractor, providing services for the Agency, Cascade County, and the State of Montana. Neither the Provider, nor any of its employees are employees of the Agency or Cascade County under this Agreement.

SECTION 21 – ACCOUNTING, COST PRINCIPALS, AND AUDIT

A. ACCOUNTING STANDARDS:

The Provider must maintain a system of accounting procedures and practices sufficient for MDPHHS and the Agency to determine to their satisfaction that the system (1) permits timely development of all necessary cost data in the form contemplated by the contract type, and (2) is adequate to allocate costs in accordance with Generally Accepted Accounting Principles.

B. AUDITS AND OTHER INVESTIGATIONS:

The Provider must comply with the federal audit and cost accounting requirements set forth in 45 CFR Part 75 and 2 CFR Part 300.

MDPHHS, Agency and any other legally authorized federal and state entities and their agents may conduct administrative activities and investigations, including audits, and program assessments to ensure the appropriate administration and performance of this Agreement, and the proper expenditure of monies, delivery of goods, and provision of Services pursuant to this Agreement. The Provider will provide MDPHHS, the Agency and any other authorized governmental entity and their agents access to and the right to record or copy any and all of the Provider's records, materials and information necessary for the conduct of any administrative activity, investigation or audit. Administrative activities and investigations may be undertaken and access shall be afforded under this section from the time the parties enter this Agreement until the expiration of 8 years from the completion date of this Agreement.

C. CORRECTIVE ACTION:

If directed by MDPHHS or Agency, the Provider must take immediate corrective action to resolve program management, assessment and/or audit findings. The Provider must immediately prepare a corrective action plan detailing actions the Provider proposes to undertake to resolve the audit findings. MDPHHS or Agency may direct the Provider to modify the corrective action plan.

D. REIMBURSEMENT FOR SUMS OWING:

The Provider must reimburse or compensate MDPHHS or the Agency in any other manner as MDPHHS may direct for any sums of monies determined by any administrative activity, investigation or audit to be owing to MDPHHS.

SECTION 22 – RECORD RETENTION

The Provider must maintain all records, (written, electronic or otherwise) documenting compliance with the requirements of this Agreement and its attachments, and with state and federal law, relating to performance, monetary expenditures and finances during the term of this Agreement and for 8 years after its completion date. The obligation to maintain records required by this paragraph survives the termination or expiration of this Agreement. If any litigation, reviews, claims or audits concerning the records related to the performance of the Agreement is begun, then the Provider must continue to retain records until such activity is completed. The Provider must provide MDPHHS and its authorized agents with reasonable access to records the Provider maintains for purposes of this Agreement. The Provider must make the records available at all reasonable times at the Provider's general offices or other location as agreed to by the parties.

SECTION 23 – MODIFICATIONS AND PREVIOUS AGREEMENTS

This instrument contains the entire agreement between the parties and no statements, promises, or inducements made by either party or agents of either party that are not contained in this Agreement shall be valid or binding. This Agreement may not be enlarged, modified, or altered except by written amendment.

Belt Golden Ager's Senior Citizens, Inc.

BY: Betty Rae Warehime DATE: 6-23-2020
Betty Warehime, President

Area VIII Agency on Aging

BY: Kimberliegh L Thiel-Schaaf DATE: 6-29-2020
Kimberliegh L Thiel-Schaaf, Director

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Passed and adopted at Commission Meeting held on ____ of ____ 2020.

Attest

On this ____ day of _____ 2020, I hereby attest the above-written signatures of James L. Larson, Jane Weber and Joe Briggs, Cascade County Commissioners.

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

June 23, 2020

Contract #20-83

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Service Agreement between Cascade County Aging Services and the Great Falls Senior Center for Older Americans Services in FY2021

ACTION REQUESTED: Approval Contract #20-83

PRESENTED BY: Kim Thiel-Schaaf, Aging Services Director

SYNOPSIS:

Cascade County Aging Services has a Service Agreement in place with the Montana Department of Health and Human Services Senior Long-Term Care Division (DHPPHS SLTC) to provide services to people over the age of 60 so that they may remain independent in their homes and age in place. These services include such things as meals provided in a Congregate Setting and Educational/Information sessions on topics of interest to seniors or those that care for them as well as opportunities to socialize with peers. These services are intended to meet the health, well-being, socialization and nutritional needs of persons over the age of 60.

Cascade County Aging Services does not have the capacity to provide some of the services and chooses to contract with the senior centers located throughout the County to provide a portion of the services. Namely, we look to the Senior Centers to provide space/time to others who would like to give presentations related to topics of interest to the senior population, e.g. housing, tax preparation, elder abuse, legal document review, health prevention, exercise, cards, bingo and other activities. There are six (6) centers in Cascade County, all operating as private non-profits, and all providing varying activities under agreement with Cascade County Aging Services. These agreements have been informally in place for a number of years, but the requirements of 2 CFR 200 Uniform Guidance of Grants and Cooperative Agreements as well as those passed to the Agency by the Service Agreement in place with Montana DPHHS SLTC, dictate that these agreements take the form of a written, annual services agreement and/or memorandum of understanding to ensure that all applicable regulations pertaining to the funding is followed.

To that end, Contract 20-83 is with the Great Falls Senior Citizen's Center for the period of July 1, 2020 through June 30, 2021 and will be renewed annually at the beginning of each subsequent fiscal year provided the funding for this programming continues. The contract with Great Falls Center includes a payments of Federal Funds that are received as pass-through funding from Montana DPHHS SLTC for the purpose of providing programming at the Center to include educational presentations, socialization opportunities, information and referral (one stop shop for people who do not know where to go and referred onto an appropriate spot), exercise, congregate meal service and other opportunities for people over 60 to engage with their community. Those payments are \$4,262/month in Federal Older Americans Title IIIB funds and payable upon receipt of report and data sets each month prior to the 5th working day of the month. The total FY2021 agreement will not exceed \$51,144.

RECOMMENDATION:

Staff has worked with the Great Falls Center to reach the terms of this agreement and has received copies of all pertinent corporate documents required for recordkeeping. Staff now recommends approval of contract #20-83.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Mr. Chair, I move that the Commissioners **APPROVE** Contract #20-83 Service agreement between Cascade County Aging Services and the Great Falls Senior Center for the period July 1, 2020 through June 30, 2021 for a total sum not to exceed \$51,144.

MOTION TO DISAPPROVE: Mr. Chair, I move that the Commissioners **DISAPPROVE** Contract #20-83 Service agreement between Cascade County Aging Services and the Great Falls Senior Center for the period July 1, 2020 through June 30, 2021 for a total sum not to exceed \$51,144.

SERVICE PROVIDER AGREEMENT

This Service Provider Agreement is entered into by and between Cascade County, for the Cascade County Aging Services – Area VIII Agency on Aging (AGENCY) and the Great Falls Senior Center. EIN 81-0415706 (PROVIDER).

WHEREAS, the Agency has contracted funds from the Montana Department of Public Health and Human Services (MDPHHS) Older Americans Act and from other funding sources to provide certain services to the senior populations in Cascade County; and

WHEREAS, the Agency, under its agreement with MDPHHS, must assure the provision of nutrition and/or other community based support services to adults age 60 and over to assist in meeting their special nutritional and social needs and to enhance their health, well-being and quality of life; and

WHEREAS, Provider operates the Great Falls Senior Center (CENTER) in the City of Great Falls, Montana, and is interested in providing such services to the senior population in Great Falls, Montana, on behalf of the Agency; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Agency and the Provider hereby agree as follows:

SECTION 1 – INCORPORATION OF RECITALS.

The Recitals set forth above are incorporated into and shall constitute a material part of this Service Provider Agreement (“Agreement”).

SECTION 2 – PURPOSE.

The Purpose of this Agreement is to assure provision of nutrition and/or other community based support services to adults age 60 and over to assist in meeting their special nutritional and social needs and to enhance their health, well-being and quality of life, to be funded by the Older Americans Act funds and other funding sources secured for this purpose by the Agency.

As a condition of receiving federal, state and county funding from the Agency, the Provider must comply with the terms of this agreement, provisions of the Older Americans Act and other applicable federal and state regulations.

SECTION 3 – EFFECTIVE DATE & DURATION

The Provider shall commence performance of this Agreement on July 1, 2020 and shall complete performance to the satisfaction of the Agency on June 30, 2021.

SECTION 4 – COMPLIANCE AND REQUIRED SUPPORTING DOCUMENTATION

As a condition of receiving federal, state and county funding from the Agency, the Provider must comply with the terms of this Agreement, the provisions of the Older Americans Act, and all other applicable federal and state regulations as set forth herein.

Upon signing the Agreement, and in the event changes occur during the term of this Agreement, the Provider shall submit the following documents to the Agency, which are incorporated in this Agreement as though fully set forth herein:

- IRS Tax exempt letter
- Organization Bylaws
- Most recently filed 990
- Financial Statements (Income Statement & Balance Sheet) for the Provider's most recently completed fiscal year
- Board approved budget for the Provider's current fiscal year
- Names and contact information, including email addresses (if available), for current Board of Directors, with officers as well as the primary Provider Point of Contact for this Agreement indicated.
- Recent sample newsletter, brochure or other marketing materials that describe activities and services provided at the Provider's location.
- W-9 and current certification of insurance in the following coverage/limits naming Cascade County as an additional insured:
 - Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence.
 - Professional Liability Insurance with a minimum of \$1,000,000 per occurrence is required for professional services, such as auditing or consulting
 - Auto Liability - Auto Combined Single Liability with a minimum limit of \$1,000,000 per accident must be provided if the Provider owns a vehicle.
 - If board members, staff, or volunteers drive their own vehicles while working on behalf of the Provider, the Provider must submit proof of personal auto insurance for each driver to the Agency annually and upon each individuals' policy renewal.
 - Worker's Compensation coverage or an Independent Contractor Exemption Certificate that indicates the applicable work being performed.
 - An Excess/Umbrella Liability policy may be used to supplement the general liability coverage and/or auto liability coverage, in order to match or exceed the minimum dollar limits above. The Excess/Umbrella Liability policy may not be used in place of Worker's Compensation coverage or an Independent Contractor Exemption Certificate.

SECTION 5 – RESPONSIBILITIES OF THE PROVIDER

The Provider agrees to the following:

A. GENERAL REQUIREMENTS:

- Comply with the Older Americans Act and all other applicable federal and state regulations and guidelines.
- Ensure services are targeted to seniors with the greatest social and economic need.
- Work with Agency staff to identify, prioritize and respond to needs for aging services in the local area.
- Report management, financial and program information to the Agency on a quarterly basis. Quarterly reports are due 30 days after the end of the quarter and shall, at a minimum, include the following:
 - Copies of Board minutes for the quarter
 - Financial Statements: Income Statement, Balance Sheet and Budget to Actuals report that clearly identifies how the funds dispensed as part of this Agreement were spent.
 - Final quarterly reports shall be reported to cover the full contract duration (July 1, 2020 – June 30, 2021)
- Ensure that Board Members review the Agreement, and any renewals thereof, with the Agency.
- Refer all client complaints to the Agency in a timely manner and be available to assist with complaint resolution, if requested.
- Disseminate, encourage completion of and retrieve Agency surveys of clients as requested; provide assistance to clients with completing surveys, if needed.

B. NUTRITION SERVICES (TITLE IIIC-1 Nutrition Services – CFDA 93.045)

- Cooperate with the Agency on the provision of the Congregate Meal Program according to the guidelines set by the Agency.
 - Meals will be prepared at the Agency Senior Nutrition Kitchen and transported to Center for service on Monday-Thursday, except for holidays.
 - Menu preparation and food ordering will be done by the Agency
 - Agency will provide one staff member to supervise service.
- Assume full responsibility for providing one or more volunteers to assist with the meal service on Monday-Thursday.
- Ensure compliance with all food handling and safety standards
- Engage in outreach and promotion to encourage growth in the Congregate Meal Program.
- Identify and refer potential home delivery clients to Agency staff for required assessment and intake
- Engage the services of a Site Manager for Congregate Meal Program with responsibility for taking meal reservations, meal ordering, site

preparation/cleaning up, greeting and interacting with the diners and providing them with hands on assistance as needed, food service compliance with food handling and safety standards, collecting and submitting meal donations, volunteer recruitment and coordination, referral to Agency staff any potential home delivery clients and outreach/promotion of the meal program.

- The Site Manager must communicate regularly with Agency staff to ensure high quality service delivery and must attend mandatory Nutrition Committee meetings at the Agency. The Site Manager is required to submit the following documentation for the Provider on a timely basis:
 - Meal Tally (units of service and client information)
 - New Client Capstone Intake Form (completely filled out)
 - Other Documentation Requested by the Agency
- Site manager will take payment for meals daily and give funds to an Agency staff member at the end of each service
- Submit to the Agency monthly documentation delineating each person served (including all new intake forms, when needed); total number of units (meals) served and any required match. Such documentation shall be submitted no later than the fifth (5th) working day of each month for the month prior.

C. HEALTH PROMOTION (TITLE IIID Preventative Health – CFDA 93.043)

- Provide activities and services as agreed upon and **approved** by the Agency
- Assume full responsibility for organizing and administering the chosen activities or services and arrange for payment of related costs
- Provide qualified leaders, organizers, interpreters, etc. as needed
- Submit monthly documentation by the fifth (5th) working day of the month to the agency to include the following:
 - Description of **approved evidence-based activities or services** provided during the month, including the names of the leaders/organizers and their credentials
 - Dates of activities or services and copies of the sign-in sheets
 - Summary of total number of participants over the age of sixty (60) per activity
- Activities under this category must meet the American Community Living (ACL) definition of evidence-based programming to qualify

D. ACTIVITIES AND SERVICES (TITLE IIIB – Supportive Services CFDA 93.044)

- Develop and implement activities and services designed to:
 - Prevent or delay institutionalization
 - Increase community engagement and decrease social isolation
 - Increase opportunities to participate in healthy lifestyles
 - Promote intergenerational activities or relationships and/or
 - Enhance the health, well-being and quality of life of seniors

- Promote activities and services in the senior community through outreach, education and marketing efforts
- Assume responsibility for organizing and implementing the chosen activities or services
- Submit monthly reports by the fifth (5th) working day of the month to the Agency that include:
 - Description of the services or activities provided with dates and number of participants
 - Summary of related outreach activities
 - Surveys, comments, or other feedback on the impact, when available

SECTION 6 – RESPONSIBILITIES OF AREA VIII AGENCY ON AGING

The Agency agrees to:

A. GENERAL REQUIREMENTS:

- As authorized by law, advocate for adequate funding for aging services and for policies that support high quality, flexible and individualized service delivery.
- Offer technical assistance and guidance to the Provider to improve and grow Center programs.
- Collect and compile necessary financial and statistical information to complete federal, state and other required reports.
- Conduct periodic review of board governance, provider policies/procedures and services to ensure compliance with the Agreement, Older Americans Act and/or other relevant regulations and guidelines.
- Inform the Provider and the State Unit on Aging of any issues with non-compliance.
- Enter all required data related to this Agreement into the Capstone Data Base maintained by the MDPHHS State Unit on Aging. Data will be entered no later than the tenth (10th) day of the month.

B. NUTRITION SITE SERVICES:

- Provide outreach and publicity concerning the availability of and guidelines for receipt of nutrition services.
- Provide guidance to the Provider regarding meal program requirements and food safety standards.
- Conduct periodic site reviews to ensure program compliance, food safety compliance and quality service delivery.
- Conduct intake assessments for home-delivery clients.
- Review monthly menus the month prior to service for nutritional compliance.
- Facilitate Nutrition Committee meetings.
- Provide periodic nutrition education to congregate sites and home-delivery clients.

C. OTHER ACTIVITIES AND SERVICES:

- Assist with promotion and outreach efforts related to the Provider's activities and services.
- Provide assistance and guidance in developing activities or services, as requested

SECTION 7 – BILLING AND PAYMENT

The Agency agrees to:

- Remit to the Provider \$4262.00 on a monthly basis or \$51,144/yearly for Title 3B Services CFDA 93.044.
- Funds are subject to the availability of funds from the Master Contract with MDPHHS and are subject to modification based on budget revisions received from them.
- Agency agrees to provide instruction to the Provider on how to account for and report revenue/expenditures related to this Agreement.
- Agency retains the right to withhold payment if required monthly reports are not submitted in a timely manner. Payments will be made once all reports have been submitted to the Agency.

The foregoing notwithstanding, Provider recognizes that the funding for this Agreement is based upon a pass through by Agency of contracted government funds and/or grants. Accordingly, in the event that anticipated funds are reduced or become unavailable at any time during the term of this Agreement, Agency, in its sole and absolute discretion and without recourse of any kind, shall be relieved from further performance of this Agreement beyond the date Federal or State funds are reduced or become unavailable.

SECTION 8 – PROVIDER PERFORMANCE REVIEW

The Agency will monitor the Provider's performance as follows:

- Review of quarterly financial and monthly programmatic reports with any follow up as necessary
- Periodic on-site visits (announced and unannounced)
 - Annual Nutrition Site Review (if applicable)

SECTION 9 – DUPLICATION OF COSTS

The Provider represents and certifies that any charges contemplated and included in its estimate of cost for performance are not duplicative of any charges against any other government contract, subcontract or other government source.

SECTION 10 – COPYRIGHTS

The Agency and the State Unit on Aging shall have a royalty, non-exclusive and irrevocable right to reproduce, publish or otherwise authorize others to use for Agency purposes any material developed under this Agreement.

SECTION 11 – CONFIDENTIALITY

The use or disclosure, by any party, of any information concerning a recipient in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the Agency's or the Provider's responsibility with respect to services hereunder is prohibited, except with the written consent of the recipient or the court appointed guardian of a recipient.

Confidential information is defined as personal information which federal or state legal authorities or regulations protect from general public access and release. It includes, but is not limited to, social security number, driver's license, street and postal addresses, phone number, email address, medical data, protected health information as defined for purposes of the federal Health Insurance Portability and Accountability Act (HIPAA) and Health Information for Economic and Clinical Health Act (HITECH), programmatic individual eligibility, case management, payment and benefit information obtained from the IRS or other third parties that is protected and confidential.

The Agency and the Provider will protect confidential personal information using security standards and procedures meeting current best practices. Immediately upon discovering any unauthorized disclosure or use of confidential personal information by the Provider or its employees or agents, the Provider will notify the Agency and will take immediate measures to retrieve all such information and prevent further unauthorized disclosure or use.

SECTION 12 – INDEMNIFICATION

The Provider agrees to, indemnify, protect, defend and hold harmless Cascade County, the Area VIII Agency on Aging, its elected and appointed officials, agents and employees from and against all claims, demands, causes of action of any kind or character, including the defense thereof, arising out of the negligence, intentional act or misconduct of Provider, its agents, representatives or employees, assigns and subcontractors under this Agreement.

SECTION 13 – ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Provider agrees not to enter into sub-contracts for any of the work contemplated under this Agreement without prior written approval of the Agency. The Provider further agrees not to assign or transfer any work contemplated under this Agreement.

SECTION 14 – RESOLUTION OF AGREEMENT DISPUTE

The parties agree that any dispute arising under this Agreement which is not disposed of by negotiation and agreement, shall be decided by the Director of the Area VIII Agency on Aging, or her designee, who shall commit her decision to writing and furnish a copy to the Provider. The decision of the Director shall be final. Pending final resolution of

such dispute the Provider agrees to continue performance under this Agreement unless the Agency requests the Provider to discontinue such performance.

SECTION 15 – AGREEMENT MODIFICATION

The Agency may modify the allocation of funds in this Agreement to contribute to the growth and betterment of programs. Any modification will be subject to the availability of funds and budget requirements. Level of service and costs will be reviewed and revised annually. Other changes to this Agreement can only be accomplished by written amendment signed by authorized representatives of both parties and attached to the original of this Agreement.

SECTION 16– COMPLIANCE WITH APPLICABLE POLICIES, LAWS AND REQUIREMENTS

Provider will comply with all applicable Federal, State and Cascade County regulations and Agency policies, including those pertaining to licensing, in performing this Agreement.

A. COMPLIANCE WITH FEDERAL AUTHORITIES:

Provider assures that it and any of its subcontractors will comply with all federal laws, regulations, and executive orders, that are applicable to this Agreement, to include the applicable provisions of the below referenced laws, regulations and executive orders. The list is not intended, nor must it be construed, as a listing of all authorities with which Provider must comply for the purposes of the Agreement. The Provider is responsible for determining with which authorities, if any in addition to the foregoing, it must comply in the performance of the Agreement.

1. Civil Rights Act of 1964 (42 U.S.C. § 2000d, *et seq.*), prohibiting discrimination based on race, color, or national origin;
2. Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*), prohibiting discrimination based on age;
3. Education Amendments of 1972 (20 U.S.C. § 1681), prohibiting discrimination based upon gender;
4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), prohibiting discrimination based upon disability;
5. Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*), prohibiting discrimination based upon disability;

6. Vietnam-Era Veterans Readjustment Assistance Act (38 U.S.C. § 4212), prohibiting discrimination in employment against protected veterans and requiring affirmative actions of recruit and employ protected veterans.
7. The Federal Executive Orders 11246, 11478, and 11375 and 41 CFR Part 60, requiring equal employment opportunities in employment practices.
8. Executive Order No. 13166 requiring facilitation of access for persons with limited English proficiency to federally funded services.
9. False Claims Act, 31 U.S.C. §§ 3729-3733 (the “Lincoln Law”), prohibiting recipients of federal payments from submitting a false claim for payment.
10. Sherman Anti-Trust Act, 15 U.S.C. §§1-7m prohibiting any contract, trust, or conspiracy in restraint of interstate or foreign trade.
11. Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 and the Anti-Kickback Statute, 42 U.S.C. §§ 1320(a)-(7)a, prohibiting the exchange or offer to exchange anything of value to induce the referral of federal health care program business.
12. Debarment and Suspension (Executive Orders 12549 and 12689, 2 CFR 180 and 2 CFR Subtitle B, Chapter III Part 300) prohibiting contract awards to parties listed on government-wide exclusions in the System for Award Management (SAM). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
13. Whistleblower Protection Act, 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310, requiring compliance with statutory requirements for whistleblower protections.
14. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), prohibiting the use of federal funds to pay for any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
15. Drug-Free Workplace Act of 1988, 41 U.S.C. §701, et. seq., requiring all organizations receiving federal monies to maintain a drug-free workplace.
16. Federal Funding Accountability and Transparency Act of 2006, requiring reporting of subawards and executive compensation;
 - a. **First-tier Subawards.**

All recipients, unless exempt as provided in paragraph D, must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity. Recipients must report the information about each obligating action in accordance with the submission instructions posted at www.fsrs.gov.

b. Total Compensation of Recipient Executives.

- i. All recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if,
 - (A) the total Federal funding authorized to date under this award is \$25,000 or more;
 - (B) in the preceding fiscal year, recipients received -
 - (1) Eighty percent or more of the annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (2) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (3) The public does not have access to information about the compensation of the executives through periodic reports filed under the Securities Exchange Act of 1934 and Internal Revenue Code of 1986.
- ii. Where and when to report. Recipients must report executive total compensation described in paragraph b.1 of this award term:
 - (A) The Provider is to submit the Compensation Report to the Department by the end of the month following the month in which the total of the monies obligated through this Contract is at \$25,000 or more, whether occurring at the time of signing or at some later date due to a contractual amendment. The Provider must continue to submit the Compensation Report annually during the term of the Contract on the anniversary of the initial date of submittal, even if the total consideration for the Contract is later amended to be less than \$25,000.
 - (B) The Provider will submit the Compensation Report to the Department by first-class mail addressed as follows or via email:

DPHHS
Attn: BFSDF-FATA Reporting
PO Box 4210
Helena, MT 59604-4210
hhsffata@mt.gov

c. Total Compensation of Subrecipient Executives.

All recipients unless exempt as provided in paragraph d. of this award term, for each first-tier subrecipient. Recipients must report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if

(i) in the subrecipient's preceding fiscal year, the subrecipient received:

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

(C) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

d. Exemptions. All recipients' gross income, from all sources of the previous tax year, under \$300,000, are exempt from the requirements to report:

(i) Subawards, and

(ii) The total compensation of the five most highly compensated executives of any subrecipient.

17. Disclosure of Ownership and Control Information pursuant to 42 C.F.R. §§ 455.104, 455.105, and 455.106, requiring disclosures of ownership and control, business transactions, and persons with criminal convictions in connection with the delivery of Medicaid funded services.

18. Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Information Technology for Economic And Clinical Health of 2009 (HITECH), requiring compliance with privacy, security, electronic transmission, coding and other requirements applicable to Covered Entities or a Business Associate as defined for purposes of the acts.

19. Patient Protection and Affordable Care Act – P.L. 111-148

20. Section 1557 of the Affordable Care Act and 45 CFR Part 92, prohibiting discrimination in health programs and activities any part of which receives Federal financial assistance.

B. COMPLIANCE WITH STATE OF MONTANA AUTHORITIES:

Provider assures that it and any of its subcontractors will comply with all State of Montana laws, rules, ordinances and executive orders, that are applicable to this Agreement, to include the provisions of the below referenced laws. The list is not intended, nor must it be construed, as a listing of all authorities with which Provider must comply for the purposes of the Agreement. Provider is responsible for determining with which, if any in addition to the foregoing authorities it must comply in the performance of the Agreement.

1. Montana False Claims Act, Title 17, Chapter 8, part 4, MCA.
2. Montana Anti-Trust laws – §30-14-201, MCA, et. seq.
3. Montana Human Rights Act Title 49 MCA
4. Montana Governmental Code of Fair Practices Title 49, Chapter 3

SECTION 17 – LIAISON

The Agency Director will act as the liaison to the Provider. The liaison will be the first contact regarding any questions and problems which arise in implementation of this Agreement.

SECTION 18 – TERMINATION

This Agreement may be canceled or terminated by either of the parties without cause; however, the parties seeking to terminate or cancel this Agreement must give written notice of its intention to do so to the other party at least thirty (30) days prior to the effective day of cancellation or termination.

If the Provider fails to provide services called for by this Agreement, or to provide such services within the time specified herein or any extension thereof, the Agency may, by written notice of default to the Provider, terminate the whole or any part of this Agreement upon written notice.

The Agency may, upon finding that the Provider is not in compliance with any law or regulation, or applicable licensure and certification requirement, terminate this Agreement upon written notice to the Provider.

The above remedies are in addition to any other remedies provided by law or the terms of this Agreement.

Upon agreement termination or non-renewal of this Agreement, the Provider will allow the Agency, its agents and representatives, subject to reasonable notice full access to Provider's facilities and to examine and duplicate as necessary records (subject to confidentiality requirements) for the purpose of facilitating transfer of the Agreement activities.

SECTION 19 – FORCE MAJEURE

The Provider shall not be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the Provider. Such causes may include, but are not restricted to, acts of God or the public enemy, fire, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Provider.

SECTION 20 – INDEPENDENT CONTRACTOR/AGENCY

The Provider is an independent contractor, providing services for the Agency, Cascade County, and the State of Montana. Neither the Provider, nor any of its employees are employees of the Agency or Cascade County under this Agreement.

SECTION 21 – ACCOUNTING, COST PRINCIPALS, AND AUDIT

A. ACCOUNTING STANDARDS:

The Provider must maintain a system of accounting procedures and practices sufficient for MDPHHS and the Agency to determine to their satisfaction that the system (1) permits timely development of all necessary cost data in the form contemplated by the contract type, and (2) is adequate to allocate costs in accordance with Generally Accepted Accounting Principles.

B. AUDITS AND OTHER INVESTIGATIONS:

The Provider must comply with the federal audit and cost accounting requirements set forth in 45 CFR Part 75 and 2 CFR Part 300.

MDPHHS, Agency and any other legally authorized federal and state entities and their agents may conduct administrative activities and investigations, including audits, and program assessments to ensure the appropriate administration and performance of this Agreement, and the proper expenditure of monies, delivery of goods, and provision of Services pursuant to this Agreement. The Provider will provide MDPHHS, the Agency and any other authorized governmental entity and their agents access to and the right to record or copy any and all of the Provider's records, materials and information necessary for the conduct of any administrative activity, investigation or audit.

Administrative activities and investigations may be undertaken and access shall be afforded under this section from the time the parties enter this Agreement until the expiration of 8 years from the completion date of this Agreement.

C. CORRECTIVE ACTION:

If directed by MDPHHS or Agency, the Provider must take immediate corrective action to resolve program management, assessment and/or audit findings. The Provider must immediately prepare a corrective action plan detailing actions the Provider proposes to undertake to resolve the audit findings. MDPHHS or Agency may direct the Provider to modify the corrective action plan.

D. REIMBURSEMENT FOR SUMS OWING:

The Provider must reimburse or compensate MDPHHS or the Agency in any other manner as MDPHHS may direct for any sums of monies determined by any administrative activity, investigation or audit to be owing to MDPHHS.

SECTION 22 – RECORD RETENTION

The Provider must maintain all records, (written, electronic or otherwise) documenting compliance with the requirements of this Agreement and its attachments, and with state and federal law, relating to performance, monetary expenditures and finances during the term of this Agreement and for 8 years after its completion date. The obligation to maintain records required by this paragraph survives the termination or expiration of this Agreement. If any litigation, reviews, claims or audits concerning the records related to the performance of the Agreement is begun, then the Provider must continue to retain records until such activity is completed. The Provider must provide MDPHHS and its authorized agents with reasonable access to records the Provider maintains for purposes of this Agreement. The Provider must make the records available at all reasonable times at the Provider's general offices or other location as agreed to by the parties.

SECTION 23 – MODIFICATIONS AND PREVIOUS AGREEMENTS

This instrument contains the entire agreement between the parties and no statements, promises, or inducements made by either party or agents of either party that are not contained in this Agreement shall be valid or binding. This Agreement may not be enlarged, modified, or altered except by written amendment.

Great Falls Senior Center

BY: Bob Meyers DATE: 6/18/20
Bob Meyers, Executive Director

Area VIII Agency on Aging

BY: Kimberliegh L Thiel-Schaaf DATE: 6/22/2020
Kimberliegh L Thiel-Schaaf, Director

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Passed and adopted at Commission Meeting held on 14th day of July 2020

Attest

On this 14th day of July 2020, I hereby attest the above-written signatures of James L. Larson, Jane Weber and Joe Briggs, Cascade County Commissioners.

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

July 14, 2020

Contract #20-84

Agenda Action Report
prepared for the
Cascade County Commission

ITEM:

Service Agreement between Cascade County Aging Services and the Monarch-Neihart Senior Center for Older Americans Services in FY2021

ACTION REQUESTED:

Approval Contract #20-84

PRESENTED BY:

Kim Thiel-Schaaf, Aging Services Director

SYNOPSIS:

Cascade County Aging Services has a Service Agreement in place with the Montana Department of Health and Human Services Senior Long-Term Care Division (DHPPHS SLTC) to provide services to people over the age of 60 so that they may remain independent in their homes and age in place. These services include such things as meals provided in a Congregate Setting and Educational/Information sessions on topics of interest to seniors or those that care for them as well as opportunities to socialize with peers. These services are intended to meet the health, well-being, socialization and nutritional needs of persons over the age of 60.

Cascade County Aging Services does not have the capacity to provide some of the services and chooses to contract with the senior centers located throughout the County to provide a portion of the services. Namely, we look to the Senior Centers to provide space/time to others who would like to give presentations related to topics of interest to the senior population, e.g. housing, tax preparation, elder abuse, legal document review, health prevention, exercise, cards, bingo and other activities. There are six (6) centers in Cascade County, all operating as private non-profits, and all providing varying activities under agreement with Cascade County Aging Services. These agreements have been informally in place for a number of years, but the requirements of 2 CFR 200 Uniform Guidance of Grants and Cooperative Agreements as well as those passed to the Agency by the Service Agreement in place with Montana DPHHS SLTC, dictate that these agreements take the form of a written, annual services agreement and/or memorandum of understanding to ensure that all applicable regulations pertaining to the funding is followed.

Contract 20-84 is with the Monarch-Neihart Senior Center for the period of July 1, 2020 through June 30, 2021 and will then be renewed annually at the beginning of each subsequent fiscal year provided the funding for this programming continues. The contract with Monarch-Neihart Senior Center includes a payments of Federal Funds that are received as pass-through funding from Montana DPHHS SLTC for the purpose of providing programming at the Center to include educational presentations, socialization opportunities, information and referral (one stop shop for people who do not know where to go and referred onto an appropriate spot), exercise, congregate meal service and other opportunities for people over 60 to engage with their community. Those payments are \$440/month in Federal Older Americans Title IIIB funds and payable upon receipt of report and data sets each month prior to the 5th working day of the month. Additionally, this contract provides for \$1255/month in Federal Older Americans Title IIIC1 funds to be paid to the Monarch-Neihart Center for the provision of a Congregate meal to area residents over the age of 60 in a group setting at the Center. The contract is for two (2) service days and specific dates and times of service will be provided once a contractor or staff person is on board. The Center is responsible for providing staff or contracted services for the preparation of the meal; responsible for providing monthly meal totals and intake data on clients; providing menus for review and ensuring that all appropriate health

and safety regulations pertaining to meal service are adhered to for the period of the contract, which is July 1, 2020 through June 30, 2021 and is open for renewal each fiscal year provided funds are available. The total FY2020 agreement will not exceed \$20,340. The Monarch-Neihart Center will pay \$2,400/year toward the required match on the Federal Funds.

RECOMMENDATION:

Staff has worked with the Monarch-Neihart Senior Center to reach the terms of this agreement and now recommends Approval of Contract #20-84.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Mr. Chair, I move that the Commissioners **APPROVE** Contract #20-84 Service agreement between Cascade County Aging Services and the Monarch-Neihart Senior Center for the period July 1, 2020 through June 30, 2021 for a total sum not to exceed \$20,340.

MOTION TO DISAPPROVE: Mr. Chair, I move that the Commissioners **DISAPPROVE** Contract #20-84 Service agreement between Cascade County Aging Services and the Monarch-Neihart Senior Center for the period July 1, 2020 through June 30, 2021 for a total sum not to exceed \$20,340.

SERVICE PROVIDER AGREEMENT

This Service Provider Agreement is entered into by and between Cascade County, for the Cascade County Aging Services – Area VIII Agency on Aging (AGENCY) and the Monarch-Neihart Senior Center. EIN 81-0452756 (PROVIDER).

WHEREAS, the Agency has contracted funds from the Montana Department of Public Health and Human Services (MDPHHS) Older Americans Act and from other funding sources to provide certain services to the senior populations in Cascade County; and

WHEREAS, the Agency, under its agreement with MDPHHS, must assure the provision of nutrition and/or other community based support services to adults age 60 and over to assist in meeting their special nutritional and social needs and to enhance their health, well-being and quality of life; and

WHEREAS, Provider operates the Monarch-Neihart Senior Center (CENTER) in the Town of Neihart, Montana, and is interested in providing such services to the senior population in Neihart, Montana, on behalf of the Agency; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Agency and the Provider hereby agree as follows:

SECTION 1 – INCORPORATION OF RECITALS.

The Recitals set forth above are incorporated into and shall constitute a material part of this Service Provider Agreement (“Agreement”).

SECTION 2 – PURPOSE.

The Purpose of this Agreement is to assure provision of nutrition and/or other community based support services to adults age 60 and over to assist in meeting their special nutritional and social needs and to enhance their health, well-being and quality of life, to be funded by the Older Americans Act funds and other funding sources secured for this purpose by the Agency.

As a condition of receiving federal, state and county funding from the Agency, the Provider must comply with the terms of this agreement, provisions of the Older Americans Act and other applicable federal and state regulations.

SECTION 3 – EFFECTIVE DATE & DURATION

The Provider shall commence performance of this Agreement on July 1, 2020 and shall complete performance to the satisfaction of the Agency on June 30, 2021.

SECTION 4 – COMPLIANCE AND REQUIRED SUPPORTING DOCUMENTATION

As a condition of receiving federal, state and county funding from the Agency, the Provider must comply with the terms of this Agreement, the provisions of the Older Americans Act, and all other applicable federal and state regulations as set forth herein.

Upon signing the Agreement, and in the event changes occur during the term of this Agreement, the Provider shall submit the following documents to the Agency, which are incorporated in this Agreement as though fully set forth herein:

- IRS Tax exempt letter
- Organization Bylaws
- Most recently filed 990
- Financial Statements (Income Statement & Balance Sheet) for the Provider's most recently completed fiscal year
- Board approved budget for the Provider's current fiscal year
- Names and contact information, including email addresses (if available), for current Board of Directors, with officers as well as the primary Provider Point of Contact for this Agreement indicated.
- Recent sample newsletter, brochure or other marketing materials that describe activities and services provided at the Provider's location.
- W-9 and current certification of insurance in the following coverage/limits naming Cascade County as an additional insured:
 - Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence.
 - Professional Liability Insurance with a minimum of \$1,000,000 per occurrence is required for professional services, such as auditing or consulting
 - Auto Liability - Auto Combined Single Liability with a minimum limit of \$1,000,000 per accident must be provided if the Provider owns a vehicle.
 - If board members, staff, or volunteers drive their own vehicles while working on behalf of the Provider, the Provider must submit proof of personal auto insurance for each driver to the Agency annually and upon each individuals' policy renewal.
 - Worker's Compensation coverage or an Independent Contractor Exemption Certificate that indicates the applicable work being performed.
 - An Excess/Umbrella Liability policy may be used to supplement the general liability coverage and/or auto liability coverage, in order to match or exceed the minimum dollar limits above. The Excess/Umbrella Liability policy may not be used in place of Worker's Compensation coverage or an Independent Contractor Exemption Certificate.

SECTION 5 – RESPONSIBILITIES OF THE PROVIDER

The Provider agrees to the following:

A. GENERAL REQUIREMENTS:

- Comply with the Older Americans Act and all other applicable federal and state regulations and guidelines.
- Ensure services are targeted to seniors with the greatest social and economic need.
- Work with Agency staff to identify, prioritize and respond to needs for aging services in the local area.
- Report management, financial and program information to the Agency on a quarterly basis. Quarterly reports are due 30 days after the end of the quarter and shall, at a minimum, include the following:
 - Copies of Board minutes for the quarter
 - Financial Statements: Income Statement, Balance Sheet and Budget to Actuals report that clearly identifies how the funds dispensed as part of this Agreement were spent.
 - Final quarterly reports shall be reported to cover the full contract duration (July 1, 2020 – June 30, 2021)
- Ensure that Board Members review the Agreement, and any renewals thereof, with the Agency.
- Refer all client complaints to the Agency in a timely manner and be available to assist with complaint resolution, if requested.
- Disseminate, encourage completion of and retrieve Agency surveys of clients as requested; provide assistance to clients with completing surveys, if needed.

B. NUTRITION SERVICES (TITLE IIIC-1 Nutrition Services – CFDA 93.045)

- Operate the Congregate Meal Program according to the guidelines set by the Agency.
- Arrange for home delivered meals and takeout meals at the Center on days approved by the Agency.
- Assume full responsibility for securing one or more individuals (COOK) to prepare meals for the Center on the agreed upon days. Cook shall maintain a ServSafe Certification and be capable of providing a menu by the fifteenth (15th) day of the month prior to service.
 - Ensure that Cook submits the menu to Agency for pre-approval to ensure that Federal Nutritional Standards are met.
 - Ensure that Cook submits to the Agency a copy of any agreement entered into between Cook and required ServSafe Certification.
- Ensure compliance with all food handling and safety standards
- Engage in outreach and promotion to encourage growth in the Congregate Meal Program.

- Identify and refer potential home delivery clients to Agency staff for required assessment and intake
- Engage the services of a Site Manager for Congregate Meal Program with responsibility for taking meal reservations, meal ordering, site preparation/cleaning up, greeting and interacting with the diners and providing them with hands on assistance as needed, food service compliance with food handling and safety standards, collecting and submitting meal donations, following up on “no response” home delivery attempts, volunteer recruitment and coordination, referral to Agency staff any potential home delivery clients and outreach/promotion of the meal program. The Site Manager must communicate regularly with Agency staff to ensure high quality service delivery and must attend mandatory Nutrition Committee meetings at the Agency. The Site Manager is required to submit the following documentation for the Provider on a timely basis:
 - Meal Tally (units of service and client information)
 - New Client Capstone Intake Form (completely filled out)
 - Other Documentation Requested by the Agency
- Submit to the Agency monthly documentation delineating each person served (including all new intake forms, when needed); total number of units (meals) served and any required match. Such documentation shall be submitted no later than the fifth (5th) working day of each month for the month prior.
- Submit to the Agency a match amount of \$200 on a monthly basis along with the required reports no later than the fifth (5th) working day of the month.

C. HEALTH PROMOTION (TITLE IIID Preventative Health – CFDA 93.043)

- Provide activities and services as agreed upon and **approved** by the Agency
- Assume full responsibility for organizing and administering the chosen activities or services and arrange for payment of related costs
- Provide qualified leaders, organizers, interpreters, etc. as needed
- Submit monthly documentation by the fifth (5th) working day of the month to the agency to include the following:
 - Description of **approved evidence-based activities or services** provided during the month, including the names of the leaders/organizers and their credentials
 - Dates of activities or services and copies of the sign-in sheets
 - Summary of total number of participants over the age of sixty (60) per activity
- Activities under this category must meet the American Community Living (ACL) definition of evidence-based programming to qualify

D. ACTIVITIES AND SERVICES (TITLE IIIB – Supportive Services CFDA 93.044)

- Develop and implement activities and services designed to:
 - Prevent or delay institutionalization

- Increase community engagement and decrease social isolation
- Increase opportunities to participate in healthy lifestyles
- Promote intergenerational activities or relationships and/or
- Enhance the health, well-being and quality of life of seniors
- Promote activities and services in the senior community through outreach, education and marketing efforts
- Assume responsibility for organizing and implementing the chosen activities or services
- Submit monthly reports by the fifth (5th) working day of the month to the Agency that include:
 - Description of the services or activities provided with dates and number of participants
 - Summary of related outreach activities
 - Surveys, comments, or other feedback on the impact, when available

SECTION 6 – RESPONSIBILITIES OF AREA VIII AGENCY ON AGING

The Agency agrees to:

A. GENERAL REQUIREMENTS:

- As authorized by law, advocate for adequate funding for aging services and for policies that support high quality, flexible and individualized service delivery.
- Offer technical assistance and guidance to the Provider to improve and grow Center programs.
- Collect and compile necessary financial and statistical information to complete federal, state and other required reports.
- Conduct periodic review of board governance, provider policies/procedures and services to ensure compliance with the Agreement, Older Americans Act and/or other relevant regulations and guidelines.
- Inform the Provider and the State Unit on Aging of any issues with non-compliance.
- Enter all required data related to this Agreement into the Capstone Data Base maintained by the MDPHHS State Unit on Aging. Data will be entered no later than the tenth (10th) day of the month.

B. NUTRITION SITE SERVICES:

- Provide outreach and publicity concerning the availability of and guidelines for receipt of nutrition services.
- Provide guidance to the Provider regarding meal program requirements and food safety standards.
- Conduct periodic site reviews to ensure program compliance, food safety compliance and quality service delivery.
- Conduct intake assessments for home-delivery clients.
- Review monthly menus the month prior to service for nutritional compliance.
- Facilitate Nutrition Committee meetings.

- Provide periodic nutrition education to congregate sites and home-delivery clients.

C. OTHER ACTIVITIES AND SERVICES:

- Assist with promotion and outreach efforts related to the Provider's activities and services.
- Provide assistance and guidance in developing activities or services, as requested

SECTION 7 – BILLING AND PAYMENT

The Agency agrees to:

- Remit to the Provider \$440 on a monthly basis or \$5,280/yearly for Title 3B Services CFDA 93.044.
- Remit to the Provider \$1,255 on a monthly basis or \$15,060 for Title 3C1 Services CFDA 93.043.
- Funds are subject to the availability of funds from the Master Contract with MDPHHS and are subject to modification based on budget revisions received from them.
- Agency agrees to provide instruction to the Provider on how to account for and report revenue/expenditures related to this Agreement.
- Agency retains the right to withhold payment if required monthly reports are not submitted in a timely manner. Payments will be made once all reports have been submitted to the Agency.

The foregoing notwithstanding, Provider recognizes that the funding for this Agreement is based upon a pass through by Agency of contracted government funds and/or grants. Accordingly, in the event that anticipated funds are reduced or become unavailable at any time during the term of this Agreement, Agency, in its sole and absolute discretion and without recourse of any kind, shall be relieved from further performance of this Agreement beyond the date Federal or State funds are reduced or become unavailable.

SECTION 8 – PROVIDER PERFORMANCE REVIEW

The Agency will monitor the Provider's performance as follows:

- Review of quarterly financial and monthly programmatic reports with any follow up as necessary
- Periodic on-site visits (announced and unannounced)
 - Annual Nutrition Site Review (if applicable)

SECTION 9 – DUPLICATION OF COSTS

The Provider represents and certifies that any charges contemplated and included in its estimate of cost for performance are not duplicative of any charges against any other government contract, subcontract or other government source.

SECTION 10 – COPYRIGHTS

The Agency and the State Unit on Aging shall have a royalty, non-exclusive and irrevocable right to reproduce, publish or otherwise authorize others to use for Agency purposes any material developed under this Agreement.

SECTION 11 – CONFIDENTIALITY

The use or disclosure, by any party, of any information concerning a recipient in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the Agency's or the Provider's responsibility with respect to services hereunder is prohibited, except with the written consent of the recipient or the court appointed guardian of a recipient.

Confidential information is defined as personal information which federal or state legal authorities or regulations protect from general public access and release. It includes, but is not limited to, social security number, driver's license, street and postal addresses, phone number, email address, medical data, protected health information as defined for purposes of the federal Health Insurance Portability and Accountability Act (HIPAA) and Health Information for Economic and Clinical Health Act (HITECH), programmatic individual eligibility, case management, payment and benefit information obtained from the IRS or other third parties that is protected and confidential.

The Agency and the Provider will protect confidential personal information using security standards and procedures meeting current best practices. Immediately upon discovering any unauthorized disclosure or use of confidential personal information by the Provider or its employees or agents, the Provider will notify the Agency and will take immediate measures to retrieve all such information and prevent further unauthorized disclosure or use.

SECTION 12 – INDEMNIFICATION

The Provider agrees to, indemnify, protect, defend and hold harmless Cascade County, the Area VIII Agency on Aging, its elected and appointed officials, agents and employees from and against all claims, demands, causes of action of any kind or character, including the defense thereof, arising out of the negligence, intentional act or misconduct of Provider, its agents, representatives or employees, assigns and subcontractors under this Agreement.

SECTION 13 – ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Provider agrees not to enter into sub-contracts for any of the work contemplated under this Agreement without prior written approval of the Agency. The Provider further agrees not to assign or transfer any work contemplated under this Agreement.

SECTION 14 – RESOLUTION OF AGREEMENT DISPUTE

The parties agree that any dispute arising under this Agreement which is not disposed of by negotiation and agreement, shall be decided by the Director of the Area VIII Agency on Aging, or her designee, who shall commit her decision to writing and furnish a copy to the Provider. The decision of the Director shall be final. Pending final resolution of such dispute the Provider agrees to continue performance under this Agreement unless the Agency requests the Provider to discontinue such performance.

SECTION 15 – AGREEMENT MODIFICATION

The Agency may modify the allocation of funds in this Agreement to contribute to the growth and betterment of programs. Any modification will be subject to the availability of funds and budget requirements. Level of service and costs will be reviewed and revised annually. Other changes to this Agreement can only be accomplished by written amendment signed by authorized representatives of both parties and attached to the original of this Agreement.

SECTION 16– COMPLIANCE WITH APPLICABLE POLICIES, LAWS AND REQUIREMENTS

Provider will comply with all applicable Federal, State and Cascade County regulations and Agency policies, including those pertaining to licensing, in performing this Agreement.

A. COMPLIANCE WITH FEDERAL AUTHORITIES:

Provider assures that it and any of its subcontractors will comply with all federal laws, regulations, and executive orders, that are applicable to this Agreement, to include the applicable provisions of the below referenced laws, regulations and executive orders. The list is not intended, nor must it be construed, as a listing of all authorities with which Provider must comply for the purposes of the Agreement. The Provider is responsible for determining with which authorities, if any in addition to the foregoing, it must comply in the performance of the Agreement.

1. Civil Rights Act of 1964 (42 U.S.C. § 2000d, *et seq.*), prohibiting discrimination based on race, color, or national origin;
2. Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*), prohibiting discrimination based on age;
3. Education Amendments of 1972 (20 U.S.C. § 1681), prohibiting discrimination based upon gender;

4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), prohibiting discrimination based upon disability;
5. Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*), prohibiting discrimination based upon disability;
6. Vietnam-Era Veterans Readjustment Assistance Act (38 U.S.C. § 4212), prohibiting discrimination in employment against protected veterans and requiring affirmative actions of recruit and employ protected veterans.
7. The Federal Executive Orders 11246, 11478, and 11375 and 41 CFR Part 60, requiring equal employment opportunities in employment practices.
8. Executive Order No. 13166 requiring facilitation of access for persons with limited English proficiency to federally funded services.
9. False Claims Act, 31 U.S.C. §§ 3729-3733 (the “Lincoln Law”), prohibiting recipients of federal payments from submitting a false claim for payment.
10. Sherman Anti-Trust Act, 15 U.S.C. §§1-7m prohibiting any contract, trust, or conspiracy in restraint of interstate or foreign trade.
11. Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 and the Anti-Kickback Statute, 42 U.S.C. §§ 1320(a)-(7)a, prohibiting the exchange or offer to exchange anything of value to induce the referral of federal health care program business.
12. Debarment and Suspension (Executive Orders 12549 and 12689, 2 CFR 180 and 2 CFR Subtitle B, Chapter III Part 300) prohibiting contract awards to parties listed on government-wide exclusions in the System for Award Management (SAM). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
13. Whistleblower Protection Act, 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310, requiring compliance with statutory requirements for whistleblower protections.
14. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), prohibiting the use of federal funds to pay for any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

15. Drug-Free Workplace Act of 1988, 41 U.S.C. §701, et. seq., requiring all organizations receiving federal monies to maintain a drug-free workplace.
16. Federal Funding Accountability and Transparency Act of 2006, requiring reporting of subawards and executive compensation;

- a. **First-tier Subawards.**

All recipients, unless exempt as provided in paragraph D, must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity. Recipients must report the information about each obligating action in accordance with the submission instructions posted at www.fsrs.gov.

- b. **Total Compensation of Recipient Executives.**

- i. All recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if,
 - (A) the total Federal funding authorized to date under this award is \$25,000 or more;
 - (B) in the preceding fiscal year, recipients received -
 - (1) Eighty percent or more of the annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (2) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (3) The public does not have access to information about the compensation of the executives through periodic reports filed under the Securities Exchange Act of 1934 and Internal Revenue Code of 1986.
 - ii. Where and when to report. Recipients must report executive total compensation described in paragraph b.1 of this award term:
 - (A) The Provider is to submit the Compensation Report to the Department by the end of the month following the month in which the total of the monies obligated through this Contract is at \$25,000 or more, whether occurring at the time of signing or at some later date due to a contractual amendment. The Provider must continue to submit the Compensation Report annually during the term of the Contract on the anniversary of the initial date of submittal,

even if the total consideration for the Contract is later amended to be less than \$25,000.

(B) The Provider will submit the Compensation Report to the Department by first-class mail addressed as follows or via email:

DPHHS
Attn: BFSD-FFATA Reporting
PO Box 4210
Helena, MT 59604-4210
hhsffata@mt.gov

c. Total Compensation of Subrecipient Executives.

All recipients unless exempt as provided in paragraph d. of this award term, for each first-tier subrecipient. Recipients must report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if

(i) in the subrecipient's preceding fiscal year, the subrecipient received:

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

(C) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

d. Exemptions. All recipients' gross income, from all sources of the previous tax year, under \$300,000, are exempt from the requirements to report:

(i) Subawards, and

(ii) The total compensation of the five most highly compensated executives of any subrecipient.

17. Disclosure of Ownership and Control Information pursuant to 42 C.F.R. §§ 455.104, 455.105, and 455.106, requiring disclosures of ownership and control, business transactions, and persons with criminal convictions in connection with the delivery of Medicaid funded services.

18. Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Information Technology for Economic And Clinical Health of 2009 (HITECH), requiring compliance with privacy, security, electronic transmission, coding and other requirements applicable to Covered Entities or a Business Associate as defined for purposes of the acts.
19. Patient Protection and Affordable Care Act – P.L. 111-148
20. Section 1557 of the Affordable Care Act and 45 CFR Part 92, prohibiting discrimination in health programs and activities any part of which receives Federal financial assistance.

B. COMPLIANCE WITH STATE OF MONTANA AUTHORITIES:

Provider assures that it and any of its subcontractors will comply with all State of Montana laws, rules, ordinances and executive orders, that are applicable to this Agreement, to include the provisions of the below referenced laws. The list is not intended, nor must it be construed, as a listing of all authorities with which Provider must comply for the purposes of the Agreement. Provider is responsible for determining with which, if any in addition to the foregoing authorities it must comply in the performance of the Agreement.

1. Montana False Claims Act, Title 17, Chapter 8, part 4, MCA.
2. Montana Anti-Trust laws – §30-14-201, MCA, et. seq.
3. Montana Human Rights Act Title 49 MCA
4. Montana Governmental Code of Fair Practices Title 49, Chapter 3

SECTION 17 – LIAISON

The Agency Director will act as the liaison to the Provider. The liaison will be the first contact regarding any questions and problems which arise in implementation of this Agreement.

SECTION 18 – TERMINATION

This Agreement may be canceled or terminated by either of the parties without cause; however, the parties seeking to terminate or cancel this Agreement must give written notice of its intention to do so to the other party at least thirty (30) days prior to the effective day of cancellation or termination.

If the Provider fails to provide services called for by this Agreement, or to provide such services within the time specified herein or any extension thereof, the Agency may, by

written notice of default to the Provider, terminate the whole or any part of this Agreement upon written notice.

The Agency may, upon finding that the Provider is not in compliance with any law or regulation, or applicable licensure and certification requirement, terminate this Agreement upon written notice to the Provider.

The above remedies are in addition to any other remedies provided by law or the terms of this Agreement.

Upon agreement termination or non-renewal of this Agreement, the Provider will allow the Agency, its agents and representatives, subject to reasonable notice full access to Provider's facilities and to examine and duplicate as necessary records (subject to confidentiality requirements) for the purpose of facilitating transfer of the Agreement activities.

SECTION 19 – FORCE MAJEURE

The Provider shall not be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the Provider. Such causes may include, but are not restricted to, acts of God or the public enemy, fire, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Provider.

SECTION 20 – INDEPENDENT CONTRACTOR/AGENCY

The Provider is an independent contractor, providing services for the Agency, Cascade County, and the State of Montana. Neither the Provider, nor any of its employees are employees of the Agency or Cascade County under this Agreement.

SECTION 21 – ACCOUNTING, COST PRINCIPALS, AND AUDIT

A. ACCOUNTING STANDARDS:

The Provider must maintain a system of accounting procedures and practices sufficient for MDPHHS and the Agency to determine to their satisfaction that the system (1) permits timely development of all necessary cost data in the form contemplated by the contract type, and (2) is adequate to allocate costs in accordance with Generally Accepted Accounting Principles.

B. AUDITS AND OTHER INVESTIGATIONS:

The Provider must comply with the federal audit and cost accounting requirements set forth in 45 CFR Part 75 and 2 CFR Part 300.

MDPHHS, Agency and any other legally authorized federal and state entities and their agents may conduct administrative activities and investigations, including audits, and program assessments to ensure the appropriate administration and performance of this Agreement, and the proper expenditure of monies, delivery of goods, and provision of Services pursuant to this Agreement. The Provider will provide MDPHHS, the Agency and any other authorized governmental entity and their agents access to and the right to record or copy any and all of the Provider's records, materials and information necessary for the conduct of any administrative activity, investigation or audit. Administrative activities and investigations may be undertaken and access shall be afforded under this section from the time the parties enter this Agreement until the expiration of 8 years from the completion date of this Agreement.

C. CORRECTIVE ACTION:

If directed by MDPHHS or Agency, the Provider must take immediate corrective action to resolve program management, assessment and/or audit findings. The Provider must immediately prepare a corrective action plan detailing actions the Provider proposes to undertake to resolve the audit findings. MDPHHS or Agency may direct the Provider to modify the corrective action plan.

D. REIMBURSEMENT FOR SUMS OWING:

The Provider must reimburse or compensate MDPHHS or the Agency in any other manner as MDPHHS may direct for any sums of monies determined by any administrative activity, investigation or audit to be owing to MDPHHS.

SECTION 22 – RECORD RETENTION

The Provider must maintain all records, (written, electronic or otherwise) documenting compliance with the requirements of this Agreement and its attachments, and with state and federal law, relating to performance, monetary expenditures and finances during the term of this Agreement and for 8 years after its completion date. The obligation to maintain records required by this paragraph survives the termination or expiration of this Agreement. If any litigation, reviews, claims or audits concerning the records related to the performance of the Agreement is begun, then the Provider must continue to retain records until such activity is completed. The Provider must provide MDPHHS and its authorized agents with reasonable access to records the Provider maintains for purposes of this Agreement. The Provider must make the records available at all reasonable times at the Provider's general offices or other location as agreed to by the parties.

SECTION 23 – MODIFICATIONS AND PREVIOUS AGREEMENTS

This instrument contains the entire agreement between the parties and no statements, promises, or inducements made by either party or agents of either party that are not contained in this Agreement shall be valid or binding. This Agreement may not be enlarged, modified, or altered except by written amendment.

Monarch-Neihart Senior Center

BY: [Signature]
Robert Swartz, President

DATE: 6-23-20

Area VIII Agency on Aging

BY: [Signature]
Kimberly L Thiel-Schaaf, Director

DATE: 6/24/2020

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Passed and adopted at Commission Meeting held on 14th day of July 2020.

Attest

On this 14th day of July 2020, I hereby attest the above-written signatures of James L. Larson, Jane Weber and Joe Briggs, Cascade County Commissioners.

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

July 14, 2020

Contract 20-85

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: **Acceptance of FFY2020 Emergency Management
Performance Grant (EMPG)
Agreement #20 EMPG Cascade**

INITIATED BY: **Cascade County Disaster & Emergency Services**

ACTION REQUESTED: **Approval of Contract 20-85 Award**

PRESENTED BY: **Brad Call, Director of Emergency Management**

SYNOPSIS:

Cascade County applied for the FFY 2020 Emergency Management Performance Grant in February, 2020. This grant is to help fund the day to day operations of the Cascade County Disaster and Emergency Services Office. Our application has been approved for \$87,570.20. As a condition of this award, Cascade County is required to contribute a cost match in the amount of not less than \$87,570.20 of non-Federal funds, or 50 percent of the total approved project cost of \$175,140.40.

RECOMMENDATION:

After reviewing the contract documents, staff recommends that the Board of County Commissioners accept the terms and sign the Obligating Document for Award.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

Mr. Chairman, I move the Cascade County Commissioners **APPROVE** Contract #20-85 for the FFY 2020 Emergency Management Performance Grant (EMPG), Agreement #20 EMPG Cascade that will assist the DES Office with day to day operations.

MOTION TO DISAPPROVE:

Mr. Chairman, I move the Cascade County Commissioners **DISAPPROVE** Contract #20-85 for the FFY 2020 Emergency Management Performance Grant (EMPG), Agreement #20 EMPG Cascade that will assist the DES Office with day to day operations.

**Emergency Management Performance Grant (EMPG)****FFY2020-21 Award Letter**

Brad Call
521 1st Ave NW
Great Falls, MT 59404

Brad Call,

Congratulations on behalf of Montana Disaster and Emergency Services (MT DES). Your application for financial assistance submitted under the 2020 Federal Fiscal Year (FFY) Emergency Management Performance Grant has been approved in the amount of \$87,570.20. As a condition of this award, Cascade County is required to contribute a cost match in the amount of not less than \$87,570.20 of non-Federal funds, or 50 percent of the total approved project cost of \$175,140.40.

Before you request and receive any of the Federal funds awarded, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document for Award (attached to this Award Letter)

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award. In order to establish acceptance of the award and its terms, please complete, sign and return the Obligating Document for Award to your MT DES Grant Coordinator.

For additional assistance, please contact your grant-appropriate MT DES Grant Coordinator.

Thank you,

A handwritten signature in cursive script that reads "Delila Bruno".

Delila Bruno
Administrator
Montana Disaster and Emergency Services

Agreement Articles

July 01, 2020



AGREEMENT ARTICLES
Emergency Management Performance Grant

SUB-RECIPIENT: Cascade County
PROGRAM: Emergency Management Performance Grant
STATE AGREEMENT NUMBER: 20 EMPG Cascade

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Article I - Whistleblower Protection Act

All sub-recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C. Section 2409](#), [U.S.C. Section 4712](#), [10 U.S.C. Section 2324](#), [41 U.S.C. Sections 4304](#) and [4310](#).

Article II - Use of DHS Seal, Logo and Flags

All sub-recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article III - USA Patriot Act of 2001

All sub-recipients must comply with all applicable requirements of the [Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act \(USA PATRIOT Act\)](#), which amends [18 U.S.C. sections 175-175c](#).

Article IV - Universal Identifier and System of Award Management (SAM)

All sub-recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at [2 C.F.R. Part 25, Appendix A](#).

Article V - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the sub-recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, sub-recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at [2 C.F.R. Part 200, Appendix XII](#), the full text of which is incorporated here by reference in the award terms and conditions.

Article VI - Rehabilitation Act of 1973

Sub-recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, [29 U.S.C. section 794](#), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article VII - Trafficking Victims Protection Act of 2000

Sub-recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the

Trafficking Victims Protection Act of 2000, (TVPA) as amended by [22 U.S.C. section 7104](#). The award term is located at [2 C.F.R. section 175.15](#), the full text of which is incorporated here by reference.

Article VIII - Terrorist Financing

Sub-recipients must comply with [E.O. 13224](#) and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Sub-recipients are legally responsible to ensure compliance with the Order and laws.

Article IX - SAFECOM

Sub-recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the [SAFECOM](#) Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article X - Reporting Subawards and Executive Compensation

Sub-recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at [2 C.F.R. Part 170, Appendix A](#), the full text of which is incorporated here by reference in the award terms and conditions.

Article XI - Procurement of Recovered Materials

Sub-recipients must comply with Section 6002 of the [Solid Waste Disposal Act](#), as amended by the [Resource Conservation and Recovery Act](#). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XII - Patents and Intellectual Property Rights

Unless otherwise provided by law, sub-recipients are subject to the [Bayh-Dole Act, Pub. L. No. 96-517](#), as amended, and codified in [35 U.S.C. section 200](#) et seq. All sub-recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XIII - Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All sub-recipients must comply with all applicable requirements set forth in the program NOFO.

Article XIV - Non-Supplanting Requirement

Sub-recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XV - Lobbying Prohibitions

Sub-recipients must comply with [31 U.S.C. section 1352](#), which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XVI - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Sub-recipients must comply with the *Title VI of the Civil Rights Act of 1964* (42 U.S.C. Section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that sub-recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XVII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, [15 U.S.C. section 2225a](#), sub-recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, [15 U.S.C. section 2225](#).

Article XVIII - Fly America Act of 1974

Sub-recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under [49 U.S.C. section 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* ([49 U.S.C. section 40118](#)) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 [amendment](#) to Comptroller General Decision B-138942.

Article XIX - Best Practices for Collection and Use of Personally Identifiable Information (PII)

Sub-recipients who collect PII are required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Sub-recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) as useful resources respectively.

Article XX - Americans with Disabilities Act of 1990

Sub-recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits sub-recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. ([42 U.S.C. sections 12101-12213](#)).

Article XXI - Age Discrimination Act of 1975

Sub-recipients must comply with the requirements of the *Age Discrimination Act of 1975* ([Title 42 U.S. Code, section 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XXII - Activities Conducted Abroad

Sub-recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXIII - Acknowledgment of Federal Funding from DHS

Sub-recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article XXIV - Federal Leadership on Reducing Text Messaging while Driving

Sub-recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XXV - Federal Debt Status

Sub-recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See [OMB Circular A-129](#).)

Article XXVI - False Claims Act and Program Fraud Civil Remedies

Sub-recipients must comply with the requirements of The False Claims Act ([31 U.S.C. Section 3729–3733](#)) which prohibits the submission of false or fraudulent claims for payment to the federal government. (See [31 U.S.C. section 3801-3812](#) which details the administrative remedies for false claims and statements made.)

Article XXVII - Energy Policy and Conservation Act

Sub-recipients must comply with the requirements of The Energy Policy and Conservation Act ([42 U.S.C. section 6201](#)) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXVIII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Sub-recipients must comply with the requirements of Title IX of the Education Amendments of 1972 ([20 U.S.C. section 1681 et seq.](#)), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#)

Article XXIX - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude sub-recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XXX - Drug-Free Workplace Regulations

Sub-recipients must comply with the drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

Article XXXI - Debarment and Suspension

Sub-recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), and [2 C.F.R. Part 180](#). These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XXXII - Copyright

Sub-recipients must affix the applicable copyright notices of [17 U.S.C. sections 401 or 402](#) and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XXXIII - Civil Rights Act of 1968

All sub-recipients must comply with [Title VIII of the Civil Rights Act of 1968](#), which prohibits sub-recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex ([42 U.S.C. section 3601 et seq.](#)), as implemented by the Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See [24 C.F.R. section 100.201](#).)

Article XXXIV - Civil Rights Act of 1964 - Title VI

All sub-recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 ([42 U.S.C. section 2000d et seq.](#)), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

Article XXXV - DHS Specific Acknowledgements and Assurances

All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or

detailed in program guidance.

5. As a condition of receipt of Federal financial assistance, the recipient is required to comply with applicable provisions of laws and policies prohibiting discrimination, including but not limited to:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination based on disability.
- Title IX of the Education Amendments Act of 1972, which prohibits discrimination based on sex in education programs or activities.
- Age Discrimination Act of 1975, which prohibits discrimination based on age.
- U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

If, during the past three years, recipients have been accused of, or in the event courts or administrative agencies make a finding of, discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements, or the complaint and findings to the DHS FAO and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

The United States has the right to seek judicial enforcement of these obligations.

Article XXXVI - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

Sub-recipients must complete the OMB Standard Form [424B Assurances - Non-Construction Assurance](#) or [OMB Standard Form 424D Assurances - Construction Programs](#) as applicable. MT DES may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. MT DES financial assistance sub-recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [2 C.F.R. Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

Article XXXVII - National Environmental Policy Act

Sub-recipients must comply with the requirements of the [National Environmental Policy Act](#) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires sub-recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXXVIII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by FEMA or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Sub-recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXXIX - Acceptance of Post Award Changes

In the event MT DES determines that changes are necessary to the sub-recipient award document after an award has been made, including changes to period of performance or terms and conditions, sub-recipients will be notified by MT DES of the changes in writing. Once notification has been made, any subsequent request for funds will indicate sub-recipient acceptance of the changes to the award.

Article XL - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from MT DES to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article XLI - Prior Approval for Modification of Approved Budget

Before making any change to the MT DES approved budget for this award, you must request prior written approval from MT

DES where required by 2 C.F.R. Section 200.308. For awards with an approved budget greater than \$150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from MT DES where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget MT DES last approved. You must report any deviations from your MT DES approved budget, regardless of whether the budget deviation requires prior written approval.

Article XLII - MT DES Specific Acknowledgements and Assurances

All sub-recipients must acknowledge and agree to comply with applicable provisions governing MT DES access to records, accounts, documents, information, facilities, and staff.

1. Sub-recipients must cooperate with any compliance reviews or compliance investigations conducted by MT DES.
2. Sub-recipients must give MT DES access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by MT DES regulations and other applicable laws or program guidance.
3. Sub-recipients must submit timely, complete, and accurate reports to the appropriate MT DES officials and maintain appropriate backup documentation to support the reports.
4. Sub-recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. The State of Montana shall not be liable for any reimbursement amount greater than the award amount available to each county/Tribe.
6. Failure of the County/Tribe to accomplish EMPG objectives may result in the reduction or withholding of funds, or other action, as determined by MT DES.

The State of Montana has the right to seek judicial enforcement of these obligations.

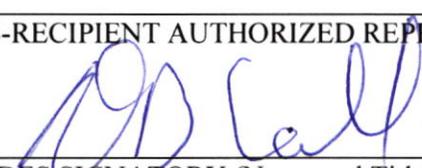
Article XLIII - Accruals

As established within Montana Operations Manual Policy, accrual documentation is required of all sub-recipients by the Montana Department of Administration, State Financial Services Division, and must be submitted to MT DES no later than the second week of June, or as instructed by MT DES.

Article XLIV – Authorized Representative

As evidenced by the signatures found in the Letter of Obligation, the Sub-Recipient Signatory Official agrees to appoint the Sub-Recipient Authorized Representative to act on behalf of Cascade County, Emergency Management Program. This individual shall be duly authorized with all necessary powers with regards to the administration and oversight of the 2020 Emergency Management Performance Grant, 20 EMPG Cascade. The Catalog of Federal Domestic Assistance (CFDA) number associated with this grant is 97.042.

Obligating Document for Award

FEDERAL AGREEMENT NUMBER: EMD-2020-EP-00003	SUB-RECIPIENT NAME AND ADDRESS: Cascade County Emergency Management Program 521 1st Ave NW Great Falls, MT 59404	ISSUING STATE OFFICE AND ADDRESS: Montana Disaster and Emergency Services P.O. Box 4789 1956 MT Majo Street Fort Harrison, MT 59636-4789
STATE AGREEMENT NUMBER: 20 EMPG Cascade		
AMENDMENT #		
NAME OF SUB-RECIPIENT AUTHORIZED REPRESENTATIVE: Brad Call	SUB-RECIPIENT AUTHORIZED REPRESENTATIVE CONTACT INFORMATION: bcall@cascaedcountymt.gov (406) 454-6900	NAME AND CONTACT INFORMATION OF MT DES PREPAREDNESS BRANCH MANAGER: Burke Honzel bhonzel@mt.gov (406) 324-4771
EFFECTIVE DATE OF THIS ACTION: 07/01/2020	METHOD OF PAYMENT: EFT	NAME AND CONTACT INFORMATION OF MT DES GRANT COORDINATOR: Julia Maddox (406) 324-4795 Julia.Maddox@mt.gov
FEDERAL AWARD AMOUNT: \$87,570.20 REQUIRED MATCH: \$87,570.20 TOTAL AWARD: \$175,140.40		PERIOD OF PERFORMANCE: From: 07/01/2020 To: 06/30/2021 Budget Period: From: 07/01/2020 To: 06/30/2021
ASSISTANCE ARRANGEMENT: Cost Reimbursement	CFDA #: 97.042	
SUB-RECIPIENT SIGNATORY OFFICIAL (Name and Title)		DATE
SUB-RECIPIENT AUTHORIZED REPRESENTATIVE (Name and Title) 		DATE
MT DES SIGNATORY (Name and Title)  Burke S. Honzel, Preparedness Branch Manager, Authorized Organizational Representative		DATE 06/01/2020

Contract #20-

CONTRACT

20-85

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Passed and adopted at Commission Meeting held on this 14th day of July 2020.

Attest

On this 14th day of July 2020, I hereby attest the above-written signatures of James L. Larson, Jane Weber and Joe Briggs, Cascade County Commissioners.

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

AGREEMENT

This Agreement made and entered into this ____ day of _____, 2020, by and between Rowan J. and Gail S. Ogden, ("Ogden"), 2232 Milligan Road, Cascade, Montana, 59421-8002 and Cascade County ("County") a body politic of the State of Montana, with offices located at the Cascade County Courthouse Annex, Great Falls, Montana, for and in consideration of the mutual covenants set forth herein, hereby stipulate as follows:

1. Compensation.

Commencing on the 1st day of July, 2020 and from year to year thereafter, the total sum of TWO HUNDRED FIFTY (***\$250.00**) U.S. DOLLARS per annum shall be paid to Ogden for County's use of that certain Easement In Gross (Easement) granted by Ogden to the County on the ____ day of _____, 2020, which has been attached hereto and incorporated herein as Exhibit A.

2. Term.

The Term of this agreement shall be for a period of TWENTY (20) years, terminating on the 30th day of June, 2040.

3. Use of Easement.

County's shall use the Easement for establishment of its unmanned 963 Repeater (Repeater or Repeater Site) for 911/EMS purposes, including law enforcement, fire, mercy flight, search and rescue, ambulance, fish and game, and other emergency responders and all related ingress and egress to the Repeater. The Repeater shall be contained within a shed erected at approximately 47° 03' 10.32" N and 111° 23' 29.72" W . Ogden shall ensure that County, at all times, has unrestricted and unhindered ingress, egress and access over, in and upon the Easement, including but not limited to providing such maintenance of the easement which would ensure that the easement's ingress and egress is passable at all times by a County vehicle.

4. Condition of Property.

The County assumes all risk of loss occurring to the improvements it constructs, places or installs upon the Repeater Site. The County shall maintain the Repeater Site in a reasonably neat manner. The County shall not commit or suffer any waste of the Easement or make any change in the use of the Easement except as set forth

herein, which will in any way materially increase the risk of fire or other hazard, or do or permit to be done thereon anything that may in any way materially impair the value of the Easement.

5. Use of Servient Property.

Ogden may make all other uses to the servient property that does not unreasonably interfere with County's Easement.

6. Indemnity.

Ogden shall defend, indemnify, and hold harmless County from all liability and claims for damages arising from bodily injury, death, property damage, or any other loss and expense resulting from or alleged to result from unreasonable interference with the County's easement or the failure to adequately maintain the easement as specified herein.

7. Modification, Waiver, and Severability.

The terms of this Agreement may not be amended or modified except by a signed writing executed by the parties hereto.

8. Binding Agreement.

This Agreement is binding upon and inures to the benefit of the parties and their respective heirs, successors, and assigns.

9. Compliance with Laws.

The parties agree that in the actions undertaken pursuant to this Agreement, shall comply with all applicable state and federal laws, regulations, and municipal ordinances including, but not limited to, all workers' compensation laws, all environmental laws including, but not limited to, open meetings and public records laws, privacy laws, all applicable City, County, and State building and electrical codes, the Americans with Disabilities Act, and all non-discrimination statutes and regulations.

10. Jurisdiction, Venue, Costs and Fees.

This Agreement shall be interpreted and enforced pursuant to Montana law. In the event of litigation concerning this Agreement, venue shall be proper in the Eighth Judicial District Court, Cascade County, Montana.

The parties in any action brought to enforce this Agreement shall bear their own costs and attorney fees.

11. Termination.

This Agreement may be terminated by either party upon one hundred eighty (180) days' notice to the other party. No later than thirty (30) days after the effective termination date, the County will remove, at its sole expense, the Repeater from the site and shall repair any and all damage to the sites which may result from such removal.

12. Merger.

This Agreement constitutes the complete, integrated agreement of the parties with respect to the matters addressed herein, and thus, supersedes any and all prior written or verbal representations between the parties.

13. Severability.

If any term or provision of this Contract is held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law, unless doing so shall materially alter the relative benefits and burdens the parties bargained for herein.

14. Construction.

In the event of any ambiguity or imprecision in regard to the construction of the provisions of this Agreement, such ambiguity or imprecision shall not, as a matter of course, be construed against any of the undersigned entities. All provisions of this Agreement shall be construed to affect the manifest intent and purpose of this Agreement. If any provision of this Agreement is held unenforceable or invalid, then such provision shall be modified, by an amendment, to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

15. Assignment and Authority.

Neither party may assign, transfer, or convey any right or obligation set forth in this Agreement without the prior written consent of the other party. The undersigned represent that they have authority to enter into this Agreement.

IN WITNESS WHEREOF, the undersigned mutually assent to the terms of this Agreement and hereby set their hands.

DATED this ____ day of _____, 2020.

Rowan J. Ogden

Gail S. Ogden

**BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY**

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

ATTESTED this ____ day of _____, 2020

Cascade County Clerk & Recorder

* APPROVED AS TO FORM:

Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

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July 14, 2020

Contract #20-91

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Contract 20-91
Lease Agreement & Access Easement
(Ronald D. and Alice Marko)

INITIATED BY: Cascade County Public Works Department

ACTION REQUESTED: Approval of Contract #20-91

PRESENTED BY: Les Payne, Public Works Director

BACKGROUND:

Cascade County Public Works Department leases space on Upper Milligan Road, Cascade, Montana, for its 963 Radio Repeater site. The current lease with Richard (Deborah) Anderson expires July 31, 2020. Due to the Anderson's requesting a rate increase which Cascade County is not willing or able to pay, the Public Works Department negotiated new lease agreements with Ronald D. and Alice M. Marko, of 17 Boston Coulee Road, Great Falls, Montana and Rowan J. and Gail S. Ogden, of 2232 Milligan Road, Cascade, Montana. The Markos have agreed to allow the County an easement for ingress and egress across their property on Upper Milligan Road to access the new 963 Radio Repeater site which will be located on the adjacent property owned by the Ogdens.

The total cost of the Marko Lease Agreement is ONE HUNDRED FIFTY DOLLARS (***\$150.00***) per year for a TWENTY (20) year term and ONE DOLLAR (***\$1.00***) for the Easement.

RECOMMENDATION:

Cascade County Staff, after reviewing the Statement above recommends that the Board of County Commissioners approve the Lease Agreement and Easement with the Marko's.

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

"I move the Cascade County Commission **APPROVE** Contract #20-91, for the Lease Agreement and Access Easement, with Ronald D. and Alice M. Marko."

MOTION TO DISAPPROVE:

"I move the Cascade County Commission **DISAPPROVE** Contract #20-91, for the Lease Agreement and Access Easement, with Ronald D. and Alice M. Marko."

AGREEMENT

This Agreement made and entered into this ____ day of _____, 2020, by and between Ronald D. and Alice M. Marko, ("Marko"), 17 Boston Coulee Road, Great Falls, Montana 59405-8440 and Cascade County ("County") a body politic of the State of Montana, with offices located at the Cascade County Courthouse Annex, Great Falls, Montana, for and in consideration of the mutual covenants set forth herein, hereby stipulate as follows:

1. Compensation.

Commencing on the 1st day of July, 2020 and from year to year thereafter, the total sum of ONE HUNDRED FIFTY (***\$150.00***) U.S. DOLLARS per annum shall be paid to Marko for County's use of that certain Easement In Gross (Easement) granted by Marko to the County on the ____ day of _____, 2020, which has been attached hereto and incorporated herein as Exhibit A.

2. Term.

The Term of this agreement shall be for a period of TWENTY (20) years, terminating on the 30th day of June, 2040.

3. Use of Easement.

County's shall use the Easement for ingress and egress to the Repeater Site which County has erected upon an adjoining and adjacent tract of land currently owned by Rowan J. and Gail S. Ogden. Marko shall ensure that County, at all times, has unrestricted and unhindered ingress, egress and access over, in and upon the Easement, including but not limited to providing such maintenance of the easement which would ensure that the easement's ingress and egress is passable at all times by a County vehicle.

4. Condition of Property.

The County shall not commit or suffer any waste of the easement or make any change in the use of the Easement except as set forth herein, which will in any way materially increase the risk of fire or other hazard, or do or permit to be done thereon anything that may in any way materially impair the value of the Easement.

5. Use of Servient Property.

Marko may make all other uses to the servient property that does not unreasonably interfere with County's Easement.

6. Indemnity.

Marko shall defend, indemnify, and hold harmless County from all liability and claims for damages arising from bodily injury, death, property damage, or any other loss and expense resulting from or alleged to result from unreasonable interference with the County's easement or the failure to adequately maintain the easement as specified herein.

7. Modification, Waiver, and Severability.

The terms of this Agreement may not be amended or modified except by a signed writing executed by the parties hereto.

8. Binding Agreement.

This Agreement is binding upon and inures to the benefit of the parties and their respective heirs, successors, and assigns.

9. Compliance with Laws.

The parties agree that in the actions undertaken pursuant to this Agreement, shall comply with all applicable state and federal laws, regulations, and municipal ordinances including, but not limited to, all workers' compensation laws, all environmental laws including, but not limited to, open meetings and public records laws, privacy laws, all applicable City, County, and State building and electrical codes, the Americans with Disabilities Act, and all non-discrimination statutes and regulations.

10. Jurisdiction, Venue, Costs and Fees.

This Agreement shall be interpreted and enforced pursuant to Montana law. In the event of litigation concerning this Agreement, venue shall be proper in the Eighth Judicial District Court, Cascade County, Montana. The parties in any action brought to enforce this Agreement shall bear their own costs and attorney fees.

11. Termination.

This Agreement may be terminated by either party upon one hundred eighty (180) days' notice to the other party.

12. Merger.

This Agreement constitutes the complete, integrated agreement of the parties with respect to the matters addressed herein, and thus, supersedes any and all prior written or verbal representations between the parties.

13. Severability.

If any term or provision of this Contract is held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law, unless doing so shall materially alter the relative benefits and burdens the parties bargained for herein.

14. Construction.

In the event of any ambiguity or imprecision in regard to the construction of the provisions of this Agreement, such ambiguity or imprecision shall not, as a matter of course, be construed against any of the undersigned entities. All provisions of this Agreement shall be construed to affect the manifest intent and purpose of this Agreement. If any provision of this Agreement is held unenforceable or invalid, then such provision shall be modified, by an amendment, to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

15. Assignment and Authority.

Neither party may assign, transfer, or convey any right or obligation set forth in this Agreement without the prior written consent of the other party. The undersigned represent that they have authority to enter into this Agreement.

CONTRACT

20-91:

IN WITNESS WHEREOF, the undersigned mutually assent to the terms of this Agreement and hereby set their hands.

DATED this ____ day of _____, 2020.

Rowan J. Marko

Gail S. Marko

**BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY**

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

ATTESTED this ____ day of _____, 2020

Cascade County Clerk & Recorder

* APPROVED AS TO FORM:

Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

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July 14, 2020

Contract 20-94

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Collective Bargaining Agreement between Cascade County, Montana and the Cascade County Deputy Sheriff Association

INITIATED & PRESENTED BY: Carey Ann Haight, Deputy County Attorney

ACTION REQUESTED: Approval of Contract 20-94

BACKGROUND:

Collective Bargaining Agreement between Cascade County, Montana and the Cascade County Deputy Sheriff Association. Effective: July 1, 2020 - June 30, 2022

RECOMMENDATION: Approval of Contract 20-94.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Contract 20-94 Collective Bargaining Agreement between Cascade County, Montana and the Cascade County Deputy Sheriff Association. Effective: July 1, 2020 - June 30, 2022

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract 20.94 Collective Bargaining Agreement between Cascade County, Montana and the Cascade County Deputy Sheriff Association. Effective: July 1, 2020 - June 30, 2022

Collective Bargaining
Agreement

between

Cascade County, Montana

and the

Cascade County

Deputy Sheriff Association

Effective Dates:

July 1, 2020 - June 30, 2022

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AGREEMENT

By and Between

CASCADE COUNTY

And The

CASCADE COUNTY DEPUTY SHERIFF ASSOCIATION

PREAMBLE

This Agreement entered into by the County of Cascade hereinafter referred to as the "County" or "Employer" and the Cascade County Deputy Sheriff Association (CCDSA), hereinafter referred to as the "Association," has as its purpose the promotion of harmonious relations between the County and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; the establishment of wages, hours and other terms and conditions of employment.

ARTICLE 1

RECOGNITION AND BARGAINING UNIT

1.1: Recognition

The Employer hereby recognizes, during the term of this Agreement, the Cascade County Deputy Sheriff Association, as the exclusive bargaining agent for all Sworn Deputy Sheriff's, hereinafter referred to as "Employee " or "Regular Employee" of the CASCADE COUNTY SHERIFF OFFICE whose job classifications are listed in Article 16 of this Agreement.

1.2: Membership

The Employer recognizes the Cascade County Deputy Sheriffs Association (CCDSA) as the exclusive and sole bargaining agent for all Deputy Sheriffs, with the rank of Sergeant and below, employed by the Cascade County Sheriff's Office who are or who may become members of the CCDSA, subject to conditions herein contained.

(A) To assist the employees covered by this agreement as a group in meeting the costs of planning, negotiating and administering this agreement and of protecting and promoting their interests, each employee as a condition of initial and continuing employment shall be required to either maintain membership in or make payment of a representation fee to be established by the CCDSA.

- (B) All employees shall have thirty-one (31) days from the date of signing this agreement or the date of employment, whichever is greater, to pay the fees properly assessed in the by -laws for the CCDSA. Employees who fail to comply with this provision are subject to discharge within fifteen (15) days of receipt of written notice from the CCDSA to the Employer. Such notice shall contain all relevant information regarding the CCDSA's attempts to obtain the employee's compliance.
- (C) The CCDSA agrees to defend, protect, indemnify and hold the employer harmless against any claim, suit or other action that shall arise out of or by reason of any action taken by the Employer pursuant to this clause.
- (D) The CCDSA agrees that it is not the bargaining agent for any employee excluded from the bargaining unit under the definitions of supervisor, management official or confidential employee as defined in MCA 39-31-103 (3&4).

1.3: Non-Discrimination

It is hereby agreed that there shall be no discrimination by the County against any employee because of race, color, creed, age, sex, handicap, religion, recognizing bona fide occupational qualifications, national origin, or because of membership in or lawful activity on behalf of the Association. It is hereby agreed that there shall be no discrimination by the Association against any employee or any employee desiring to be a member because of race, color, creed, age, sex, handicap, religion or national origin. The provisions of the Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, handicap, national origin, or political affiliation. The Employer shall bear responsibility for defending against allegations of violations of this section on the part of the Employer; the Association shall bear responsibility for defending against alleged violations on the part of the Association. Further, the Employer is committed to positive, practical efforts in employment, promotion, and administration of personnel actions pursuant to this Agreement to ensure equal employment opportunity to all employees at all job levels. The Association recognizes and supports that commitment.

All reference to employees in this Agreement designates both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

1.4: Notice of Hire

The County will advise the Association, upon request, in writing of all new employees as a Sworn Deputy and their date of hire within fourteen (14) days of employment, with the Cascade County Sheriff's Office.

1.5: Initial Probationary Period

Each new sworn employee (Deputy Sheriff) shall be hired as a probationary employee until the end of a probationary period of one (1) year as stated in 7-32-2105 MCA. Deputy Sheriffs hired from active employment in another department of Cascade County (e.g. Detention, etc.) must have a minimum five (5) days' break in service before commencing employment as a Deputy Sheriff. At the end of this time this probationary employee will become a Regular Employee. Each probationary employee is subject to two performance evaluations during this time period as described in Article 16, Section 10, Paragraph C of this Agreement. New-hire probationary employees who are terminated during the probationary period under 7-32-2105 MCA may not contest their termination under the grievance procedure provided for in this agreement.

1.6: Other Adjustment Period

Sworn personnel who have fulfilled the one (1) year probationary period shall receive permanent status and shall not be subject to any extended period of probation or additional probation for any reason, sworn personnel who have been promoted to a higher rank shall be placed on a six-month adjustment period. If any promoted employee fails to successfully complete the adjustment period or voluntarily wishes to be demoted back to their previous position, said personnel shall be permitted to do so without any loss or break in position seniority as described in Article 9, § 2, except an employee shall not continue to accumulate position seniority for any time he held another rank.

1.7: Personnel Regulations

Where this Agreement is silent, The Cascade County Sheriff Office Policies and Procedures and the Cascade County Personnel Policy Manual shall apply to employees represented by the Cascade County Deputy Sheriff's Association.

1.8: Contracting

(A) Law Enforcement Contracting.

- I. It is and has been the policy of the Office to make every effort to utilize its employees to perform work when they are qualified to do so when contracting for Law Enforcement for small Municipalities within the county. The Association will be given the opportunity to review all contracts to ensure members and the Office are being treated amicably.

(B) Consolidation

- I. In the event consolidation of law enforcement services occurs between Cascade County and another unit of local government by inter-local agreement, resolution or

other means, the Employer shall ensure that Deputy Sheriff's retain the distinction of being employees of the constitutional office of the Sheriff with all rights and powers of Deputy Sheriffs remaining intact. Further, no Deputy Sheriff will be reduced in pay, benefits or seniority and that all parts of this agreement between the employer and the Association remain in full force.

ARTICLE 2

SCOPE OF AGREEMENT

2.1: Management Rights

It is recognized that the Employer retains the right, except as otherwise provided in this Agreement, to manage the affairs of the Cascade County Sheriff's Office and direct its work force, as provided for in MCA 39-31-303. Management rights of public employer. Public employees and their representatives shall recognize the prerogatives of public employers to operate and manage their affairs in such areas as, but not limited to:

- I. Direct employees;
- II. Hire, promote, transfer, assign, and retain employees;
- III. Relieve employees from duties because of lack of work or funds or under conditions where continuation of such work will be inefficient and nonproductive;
- IV. Maintain the efficiency of government operations;
- V. Determine the methods, means, job classifications, and personnel by which government operations are to be conducted;
- VI. Take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
- VII. Establish the methods and process by which work is performed.

2.2: Notices

All notices required by either party in this Agreement shall be in writing to the President of the Association, Board of County Commissioners, and the Sheriff or his designee.

ARTICLE 3

NO STRIKE CLAUSE

The Association and County have agreed to adopt MCA 39-31-501 through 39-31-505.

ARTICLE 4

CHECKOFF

The Employer, upon receipt of a written authorization signed by the employee shall deduct from such employee's wages, employee's initiation fee and Association dues. It shall be the responsibility of the Association to sign up new members and ensure withholding authorizations are submitted to Payroll in a timely manner. Association dues will be deducted from the employee's wages twice monthly. The Employer will remit Monthly to the duly authorized representative of the Association, together with a list of the names of the employees from whose pay deductions were made. The Association agrees to pay the costs of the defense of the Employer and to hold the Employer free from all liability in connection with dues collection except for ordinary diligence and care in transmittal of the moneys to the Association.

ARTICLE 5

Bill OF RIGHTS AND GRIEVANCE PROCEDURE

5.1: Bill of Rights

Individual rights of employees in the Cascade County Sheriff's Office shall not be violated. To ensure this, the following shall represent the Employee's Bill of Rights:

- (A) An employee shall be entitled to representation from the Association or its designee at each step of the Grievance Procedure set forth in this Agreement.
- (B) An employee shall be entitled to representation by the Association or its designee at each stage of a disciplinary proceeding brought against an Association member. Disciplinary proceeding is defined as any action taken against an employee by a superior officer, that may affect his working conditions, integrity, hours or wages, and which results in formal oral reprimand, written reprimand, suspension, discharge, demotion or disciplinary transfer.
- (C) No employee shall be required by the Employer to submit to an interview in a disciplinary proceeding unless he is afforded the opportunity of having an Association representative or its designee present. If the Employer has reasonable cause to question an employee's fitness for duty, the Employer may require the employee to undergo a physical or mental examination to determine continued fitness for duty. If the employee disagrees with the results of such examination, or the results of the first examination indicate that a further examination is required, then either the employee or Employer may require a second examination. Should the findings and recommendations of the examining physicians significantly differ, a third opinion from another qualified physician selected jointly by the two physicians may be obtained. The third opinion shall be followed by the Employer, the

Association and affected employee. The first and, where applicable, third examination shall be paid for by the Employer and the second examination shall be paid by the employee (to the extent that such examination is not paid for through the Health and Welfare Plan) if the employee requests the examination, or the Employer if the Employer requires the second examination.

- (D) In all disciplinary hearings, the employee shall be presumed innocent until proven guilty. This presumption does not increase the Employer's burden to establish good cause in any disciplinary action.
- (E) An employee shall not suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or other terms and conditions of employment as a result of the exercise of his rights under this Agreement.
- (F) When an employee is under investigation, and subjected to interview by the Office, which could lead to disciplinary action. The interview shall be conducted under conditions listed in this Section.
- (G) The following provisions shall apply to such interviews:
 - I. Interviews shall be conducted at a reasonable hour, preferably when the employee is on duty, unless the seriousness of the investigation requires otherwise.
 - II. Employees shall be compensated if the interview occurred off-duty, at the appropriate overtime rate of pay.
 - III. Prior to any compelled interview, full disclosure and a copy of the complaint will be given to the employee and the Association representative. In the event the complaint is verbal or from an anonymous source, the complaint will be reduced to writing by the individual receiving it. The term interview in this Article shall include compelled written responses to complaints by employees or citizens.
 - IV. Employees under non-criminal investigation shall be informed of the nature of the investigation and provided copy of the written complaint within twenty (20) working days of when the complaint is received. Employees shall be informed of all details of the investigation, which are necessary to reasonably apprise the employee of the factual background of the complaint. When, in the reasonable judgment of the Sheriff, disclosure of the complaint will seriously jeopardize an investigation of the complaint, or would violate an individual's right to privacy, the notice requirement under this provision shall not apply.
 - V. Interview sessions shall be for a reasonable period and under reasonable conditions. Save when in the reasonable judgment of the Sheriff prior notice of an interview will seriously jeopardize an investigation, an employee under investigation for a non-criminal offense shall be provided with a minimum of twenty-four (24) hours notice of any non-criminal interview.

- VI. Employees being interviewed shall be informed that failure to answer questions directly related to the investigation can result in disciplinary action, which includes discharge, unless the incident is being investigated as a criminal act, in which case, no employee shall be required to answer any questions and no disciplinary action can be taken for failure to answer under these circumstances.
- a) If the incident may result in either a civil suit and/or a criminal action, the employee may have an attorney, at his own cost, in addition to an Association Representative, be present at all steps of the investigation.
- VII. The interview may be recorded, and if it is, the employee, upon request, shall have access to the recorded media, if any further proceedings are contemplated or prior to any further interviews at a subsequent time. The employee that is being interviewed shall also have the right to bring his own recording device and record any and all aspects of the interview and, if he does, the employee shall provide access to the tape, upon request, to the Employer.
- a) No recording device may be used during compelled interviews by any party unless the Association and the Employer are made aware of the fact prior to such interview. Employees shall be entitled to a transcribed copy of any notes made by a stenographer at the expense of the requesting party. The contents of any tape created, or notes made under this section Will remain confidential and cannot be released without the written consent of both parties or pursuant to a court order.
- (H) If prior to or during the interview of an employee, it is determined that he may be charged with a criminal offense, he shall immediately be informed of this fact. Upon receipt of written request by affected employee, review and approval by the Sheriff, all disciplinary matters will be removed from the personnel file at the following times and under the following conditions:
- (I) Oral Reprimand, Written Reprimand, Suspension, Demotion or Disciplinary Transfer: One (1) year after the date of imposition of an oral reprimand, written reprimand, suspension, demotion or disciplinary transfer. Any similar violations occurring during the above time periods will cause the existing disciplinary act ion(s) to be maintained in the personnel file for an addition al one (1) year period for reprimands, or two (2) year period for a suspension, demotion or disciplinary transfer.
- (J) Unless otherwise described herein, all investigations will be conducted in accordance with State and Federal law.

(K) Except where obligated by law or with prior written consent of the affected employee, the Employer will not release information which is not otherwise a public record from an employee's personnel file to any third party not associated with or acting on behalf of the Employer. Where release is required by law, the employer will make a reasonable effort to notify the employee prior to release of the information.

(L) No employee will be forced or coerced to engage in or perform any non-voluntary apology.

(M) No non-probationary employee will be disciplined or discharged without just cause.

5.2: Grievance Procedure

The parties in their mutual interest acknowledge that it is desirable for the employee and his/her supervisor to resolve problems through free and informal communications. Nothing contained in this Agreement shall be construed to prevent an employee from discussing a problem with his/her supervisor and having it adjusted without intervention or representation by the Association. Nothing contained in this Agreement precludes an employee from initiating Step 1 of this Grievance Procedure. All timelines outlined in Step 1 still must be observed.

(A) The employee's decision to initiate or participate in the grievance procedure constitutes a release to the employer to provide all information related to the grievance to the association.

Step 1.

Within fifteen (15) working days of the later of the events giving rise to the grievance or the employee's knowledge of the events giving rise to the grievance, the employee or Association will attempt to settle the grievance informally with the Division Lieutenant and/or Division Supervisor who will respond to the grievance in writing.

Step 2.

In the event the grievance is not resolved through informal discussion as described above, it may be appealed to the Sheriff, provided such appeal is made in writing with five (5) days after receipt of the decision in Step 1. If a grievance is properly appealed to the Sheriff, the Sheriff or his designee shall set a time to meet with the employee and the Association regarding the grievance within fifteen (15) days after receipt of the appeal. Within ten (10) days after the meeting, the Sheriff or his designee shall issue a decision in writing to the parties involved. If the Sheriff is out of the Office, the computation of days for this section will begin on the first day the Sheriff is in the Office following the filing of the grievance.

Step 3.

If a grievance has not been resolved at Step 2, the grievance may be presented to the Commissioners for consideration. The Commissioners or representatives of their designation shall, within fifteen (15) days, meet to hear the grievance with the maximum of fifteen (15) days in which to answer the grievance in writing. If the grievance is denied, the employee may appeal to the next level; binding arbitration.

B. For all disciplinary grievances, the steps will follow the chain of command until reaching the step where the discipline was administered, at that step all time limits will begin. The grievance will be forwarded through the chain of command in a timely manner.

5.3: Rules Governing the Process of Grievance and Arbitration

(A) Rules of Grievance Processing

- I. Time limits of any stage of the grievance procedure may be extended by written mutual agreement of the parties involved in that step.
- II. A grievance not filed or advanced by the grievant within the time limit provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently received. Failure on the part of the employer's representative to answer within the time limits shall entitle the employee to the next step.
- III. An appointed authority may replace any titled position in the grievance procedure provided that such appointment has full authority to act in the capacity of the person being replaced.
- IV. When the grievance is presented in writing there shall be set forth all of the following:
 - a) A concise statement of the grievance and facts upon which it is based.
 - b) The rights the individual claims to have been violated and a remedy or correction requested.

(B) Rules of Arbitration

- I. Within 10 working days of receipt of the Association's notice of its intent to arbitrate a grievance, the parties shall call upon the Board of Personnel Appeals for a list of 5 potential arbitrators.
- II. Each party shall be entitled to strike names from the list in alternate order with the Association striking the first name, the name so remaining shall be the arbitrator. The arbitrator shall render a decision within 30 working days of the close of arbitration hearing and that decision shall be final and binding.
- III. Each party shall share equally the cost of the arbitrator. In the event one of the parties wants transcripts from the proceedings of the arbitration, the party requesting the transcripts shall pay all costs. If each party requests a transcript, they shall equally share the cost.
- IV. The arbitrator may not add to, subtract from or modify the terms of this Agreement.

- V. In the event the arbitrator charges a fee(s) for canceling an arbitration hearing, the party requesting the cancellation is responsible for payment.

ARTICLE 6

GENERAL WORKING CONDITIONS

6.1: Association Rights

- (A) The Association shall be allowed the use of available offices of the Employer at reasonable hours for meetings provided that such meeting will not interfere with the business of the Employer. A request for use of the facility must be presented to the administration within a reasonable amount of time prior to any meeting. On duty Deputies shall be allowed to attend all monthly Association meeting provided that they remain on call and County business is not neglected or postponed. Deputies given a specific area assignment or training session will not be afforded extra time or travel to attend meetings.
- (B) The Association may utilize a reasonable amount of space in which to place a bulletin board for the purpose of posting notices pertaining to the Association's business. The Association or Employees shall post no derogatory or uncomplimentary information concerning the Employer on said bulletin boards. The Association can use interoffice mailboxes to correspond with all members.

6.2: Authorized Representatives

The Association shall have as its representative the Association President or an individual appointed by the Association President who shall be authorized to speak for the Association in all matters covered by this Agreement. Upon request, the Association will provide the Sheriff's Administration an updated list of Association Officers and who is authorized as a representative or designee to speak for the Association.

6.3: Association Officers

Association representatives, to be named by the Association shall be allowed to handle complaints and grievances arising under this Agreement. Two Association representatives shall be allowed to attend to Association business during their normal working hours without loss of compensation for time spent in the pursuit of their duties provided time spent does not interfere with normal operations of the Sheriff's Office, but the Employer will not compensate the aforementioned individuals for time spent in such activities outside of their normal work schedule, nor may an individual create any overtime liability as a direct or indirect result of such activities. The Association representative shall attempt to notify his immediate supervisor prior to leaving his duties to attend to Association business. If the immediate supervisor is not available,

the representative will notify the Division Commander. Association business shall not include Association conferences or Association training sessions, which shall be taken as leave time under the terms of this Agreement.

6.4: Examination of Records

The Association or its designee shall have the right to examine all applicable records pertaining to bargaining unit employees for matters covered by this Agreement on proper written notification in advance to the Employer, with the written consent of the employee affected. The Employer shall make available the original or copies of the original records for examination by the Association or its designee upon two (2) working days' notice from the Association. Accredited Association representatives shall, with the written approval of the employee, have the right to inspect an employee's personnel file, with the exception of medical information unless the issue involves such matters; and only where justification is advanced for such access by the Association. No copies from either file will be provided to the Association.

6.5: Employee Roster

The Employer agrees to furnish the Association with a roster of Sworn Employees working for the Cascade County Sheriff's Office when same is requested by the Association. The Association agrees that it will furnish all forms required by the Employer to be used in complying with the provisions of this section.

6.6: Lunch Periods

Deputies working a patrol shift, at the employee's option, will receive a paid meal period of up to thirty (30) minutes mid-way of each shift subject to the reasonable operating needs of the Office. All Deputies working a five-day, eight-hour shift, an unpaid meal period of sixty (60) minutes will be allowed mid-way of each shift and shall not be considered as time worked.

Employees scheduled to work more than three (3) hours before or held over more than three (3) hours after their regular shift, shall be provided an additional meal period of one-half (30 minutes) hour at the overtime rate.

6.7: Relief Periods

All employees shall be allowed one (1) paid relief break (at the employee's discretion), not to exceed fifteen (15) minutes in duration during the first (1st) half of the shift and one paid relief break of fifteen (15) minutes during the second (2nd) half of the shift subject to the reasonable operating needs of the Office.

6.8: Pay Day

The Employer shall establish a bi-weekly payday on which employees shall be paid during working hours, prior to the end of the regular shift. Employees shall receive 26 equal pay periods in a calendar year. The Employer pays on a bi-weekly pay period, employees are paid every other Friday.

6.9: Elections

Regular employees shall be granted time necessary to vote at the Employer's discretion and only when the employee can demonstrate that he/she could not vote on his/her own time for the purpose of voting in Federal, State, and Municipal-wide General or Special Elections. Proof of voting may be required. The Employer will continue with its present policy in regard to Association meetings. Voting in Association elections shall be allowed during on-duty time at the employee's workplace.

6.10: Safety and Liability

- (A) It is the common goal between the Association and the Employer to have a safe working environment for all Employees. The Employees have that right. With this right each Employee has the responsibility to attempt to correct the unsafe working or hazardous condition if it is within the Employees ability. If such correction cannot be made in a safe manner or is beyond the ability of the Employee notice shall be provided to the immediate supervisor and handled as described in Paragraph G of this section.
- (B) No Employee will be scheduled to work alone. In the event that an Employee finds himself working alone, it will be the Employee's duty to notify a Shift Commander. The Shift Commander will make a reasonable attempt to correct the situation. If the Shift Commander is unavailable for this notification, the chain of command will be utilized to implement this provision. For the purpose of this section, a single sworn Employee in a patrol car is not considered working alone.
- (C) All out of county transfers that consist of two or more felons, or any felon in which credible information or past history information is received that the individual is an escape risk, or, any person adjudicated to be a danger to others, shall be made with a minimum of two armed/sworn personnel or a combination of sworn and armed (qualified with a firearm) detention personnel.
 - I. On any transport or transfer of any person, inmate or individual in need, to or from a mental health facility, Prison or Detention Center outside of Cascade County, to include Warm Springs State Hospital, shall be completed by a minimum of two employees, with at least one of the two armed.

- (D) The Employer shall provide properly fitting and non-expired body armor with new carriers for all Employees who desire, or are required by policy, to have this equipment. The Employees provided with the body armor agree to wear the armor while on duty. Non-uniformed Employees are exempt from wearing the body armor while on duty. The Employer also agrees to replace all body armor, five (5) years after each issue, or upon expiration date, with armor agreed upon by both the Employer and the Association.
- (E) No employee shall be required to operate any equipment, which is unsafe, under Section G of this Article. No disciplinary action shall be instituted against any employee for questioning whether a piece of equipment is safe.
- (F) Employee's shall fill out a Vehicle Maintenance Report (VMR) for all defects or needed repairs in equipment. This VMR will be submitted by the employee immediately or at the end of the assigned shift to his/her immediate supervisor or, in the event the immediate supervisor is unavailable, and the defects make the equipment unsafe or inoperative a report shall be made through the chain of command.
- (G) When an occasion arises where an employee notifies the Employer of a question of safety, there shall be an immediate investigation of the safety matter in question by the supervisor. The supervisor shall submit, within two (2) days, the notice through the chain of command noting all actions taken. If the matter cannot be resolved between the employee and his supervisor, there shall be an investigation by a committee of equal representation of the Association and the Employer. The committee must meet within fourteen (14) days from the time the employee has notified the employer of a question of safety, if the problem has not been resolved before that time. The committee's determinations on the matter shall be considered.
- (H) Equipment dead lined by the committee shall be certified as "safe" in writing by an authorized person certified in that specialty.
- (I) The Association shall have a representative on any safety committees that are formed by the Employer that directly affects employees covered by this Agreement. J. The Employer agrees to maintain a Law Enforcement Liability Insurance policy during the term of this agreement. The Employer agrees to notify the Association of any cancellation or major exclusions to this policy in writing within ten (10) days of changes or proposed changes.
- (J) An employee injured in the line of duty to be fully compensated for up to one year per MCA 7-32-2113.

6.11: Required Training

Within an employee's first year of service, all required training pertaining to the proper use of equipment will be completed.

6.12: Discipline and Proper Notice

Prior to the discharge of an employee for disciplinary reasons, the employee shall be given notice of the reason(s) for discharge and an opportunity to respond to the stated reasons for the discharge. Should the employee request an opportunity to be heard, the hearing shall be informal and shall be conducted by the Sheriff or his/ her designee. The employee may be represented by a representative from the Association. A final determination regarding discharge shall not be made until such a hearing has been conducted. Prior to a hearing, an employee may be suspended with or without pay, as Employer may determine. Nothing herein shall affect the Association's or employee's rights under Article V of this Agreement. Discipline and notice will be in accordance with Montana Code Annotated, Cascade County Sheriff 's Policy and Cascade County Personnel Policies and Procedures.

6.13: Job Assignment

Job assignments shall be made on the basis of qualifications, as determined by the Employer. Qualifications being equal, job assignments shall be made on the basis of office seniority, save that an employee may be involuntarily transferred for non-disciplinary reasons to a different job assignment under the following circumstances: (1) based upon the needs of the Office as determined by the Sheriff, or his/her designee, no more than once each calendar year or (2) in an emergency. A transfer within this Section would be defined as a transfer to a new assignment with the return to the prior job assignment being considered "one" move. An employee who is being involuntarily transferred for other than an emergency shall be given at least thirty (30) days' notice before the transfer is affected. Any involuntary transfer shall be subject to review under the grievance and arbitration provisions of this contract and shall not be upheld if determined to be arbitrary, capricious, and discriminatory or made in bad faith. The foregoing does not apply to job assignments as a result of disciplinary action. All disciplinary actions shall be subject to review under the grievance and arbitration provisions of this agreement.

6.14: Return to Work Program

The focus of the Cascade County Early Return -to-Work Program is to temporarily modify the employee' s existing position or work schedule or create a position to accommodate the temporary physical restrictions identified by the treating physician or other medical provider. If

the injury results in permanent restrictions, we will strive to accommodate in compliance with the Americans with Disabilities Act (ADA) and the Montana Human Rights Act.

Transitional duty for non-work-related injuries or illnesses:

Permanent employees that are unable to perform the duties of his/her classification because of a non-work-related injury or illness will be allowed transitional duty at the discretion of the Sheriff and the Early Return to Work Program with the following guidelines being considered: (meeting these guidelines does not guarantee light duty will be granted).

- I. Injuries which were caused by activity that will bring discredit to this Office (i.e.: drunkenness, criminal activity, policy violations) will not be covered under this section. Each case will be reviewed by the Sheriff or designee to evaluate the cause of the injury.
- II. Transitional duty will not be granted for more than six months from its inception.
- III. Transitional duty will only be considered for permanent employees.
- IV. Deputies whom have been subject to disciplinary action due to abuse of sick leave will not be considered for transitional duty covered under this section.

This Article is not subject to the grievance procedure.

6.15: Health Promotion

The Association recognizes that provision of the safe work environment and promotion of a healthful workforce is the right and obligation of the Employer. The Association agrees to cooperate with the Employer in its exercise of the obligation so long as no right guaranteed under this Agreement is violated and with the recognition that participation of its members in any or all health promotion programs made available by the Employer shall solely be on a voluntary basis on the part of the member(s). The Employer agrees to provide all members of the Association with a period of one hour (1 hour) in length during each shift to work out with pay while remaining on call subject to the reasonable operating needs of the office.

16.16: Special Events

For every seven (7) employees scheduled for special event work described herein, one (1) supervisor shall also be assigned. These special assignments will be posted no less than forty-eight (48) hours prior to the event where possible. A special event is defined as any event that requires the presence of a Uniformed Law Enforcement Officer for Traffic or Crowd Control, i.e., School and College activities, Sporting Events, Concerts, Festivals, Parades and Demonstrations.

ARTICLE 7

HOURS OF WORK AND OVERTIME

7.1: Workweek

- (A) Employees in the Patrol Division shall be covered by a forty (40) hour work week consisting of five (5) consecutive nine (9) hour shifts.
- (B) Employees working in other divisions, Detectives, Evidence, Civil Deputy, and Bailiff shall work a forty (40) hour work week. Hours of work for such assignments shall be four (4) days at ten (10) hours each day with three (3) consecutive days off, or five (5) days at eight (8) hours each day with two (2) consecutive days off at the sole discretion of the employer.

7.2: Overtime

- (A) All overtime must be pre-approved by the supervisor on duty. All work in excess of regularly scheduled shift eight (8) hours, nine (9) hours, or ten (10) hours) per day shall be paid for at the overtime rate of pay of one and one-half (1-½) times the regular rate of pay.
- (B) Voluntary overtime, for work outside of normal shift, with advance notification of not less than five (5) days, shall be paid at the rate of one and one-half (1-½) times the regular rate of pay for hours worked, regardless of which day of the workweek the voluntary overtime occurs.
- (C) Overtime shall be paid for all work performed outside the established shift. All overtime will be rounded to the nearest quarter (1/4) hour or fifteen (15) minutes of work.
- (D) Effective the first (1st) payroll in June of each year, a regular employee may elect, on an annual basis, to receive compensatory time in lieu of overtime pay for all hours worked in excess of their regularly scheduled shift.
- (E) The employees agree to receive compensatory time off in lieu of overtime pay. All overtime shall be multiplied by one and one-half (1-½) times the regular rate of pay for that overtime day, or that overtime work, to determine the number of compensatory hours granted. Compensatory time provisions will apply in accordance with current law. An employee may accumulate a maximum of one hundred twenty (120) compensatory hours.
- (F) If an employee has one hundred twenty (120) or more hours of compensatory time accrued any additional overtime worked shall be paid at the overtime hourly rate of one and one-half (1½) times the employees hourly rate of pay.

7.3: Established Shift

- (A) An established shift shall consist of specified number of consecutive hours and the starting and ending times of each established shift shall be the same for each day of the work week or as the needs of the office dictate.

- (B) In accordance with Article 9, Section 7 assignment to such shifts shall be governed by seniority unless needs of the office dictate otherwise.

7.4: Days Off

- (A) Subject to the needs of the Office, all employees scheduled to work a five (5) day nine (9) hour patrol division work week shall be allowed three (3) consecutive days off.
- (B) Subject to the needs of the Office, all employees working in other divisions shall be allowed a minimum two (2) consecutive days off, unless working a four (4) day ten (10) hour shift then the employee shall receive three (3) consecutive days off.
- (C) Any work performed on scheduled days off shall be paid at the appropriate rate of pay as outlined in Section 2 and 3 of this Article.

7.5: Court Appearances

- (A) When an employee is required to appear in Court for law enforcement related duties and having received a subpoena outside their regular shift, he shall receive compensation at the appropriate overtime rate and shall be guaranteed a minimum of four (4) hours overtime pay. In the event that an employee is required to work more than four (4) hours, said employee shall be paid on an hour-for-hour basis at the appropriate overtime rate.
- (B) Any court time within one (1) hour of the employee's duty time shall be paid at the appropriate overtime rate for the time worked. Periods of more than one (1) hour will be paid in accordance with Section A above.
- (C) If the employee is requested to appear at the County Attorney's Office to prepare for trial or any other proceeding outside their regular shift; he shall receive compensation at the appropriate overtime rate and shall be guaranteed a minimum of two (2) hours overtime pay. In the event that an employee is required to work more than two (2) hours, said employee shall be paid on an hour-for-hour basis at the appropriate overtime rate.

7.6: Call Back/Call In

- (A) When an employee has completed their regularly scheduled shift and is called back to perform work within two (2) hours after their regular shift, their employee shift, shall receive a guaranteed minimum of two (2) hours pay at the appropriate overtime rate.
- (B) When an employee is called back to perform work previously incorrectly performed by the employee, and the correction must be performed before the employee's next scheduled shift, the work will be compensated for actual time worked, at the applicable compensation rate, exclusive of transportation time. Off-Duty Telephone calls will not apply when called for incorrectly performed work that falls within this paragraph.
- (C) When an employee is called in at any other time, except to perform work previously incorrectly performed; he shall be guaranteed a minimum of four (4) hours pay at the appropriate rate, excluding mandatory meetings and training for which the employee shall receive a guaranteed minimum of two (2) hours pay at the appropriate rate.

7.7: Off-Duty Time

Deputies who wish to volunteer their off-duty time to work for private persons or groups that request or/are required to provide law enforcement services for dances, games, etc., shall be paid at the overtime rate. Schedules for this duty will be posted for all sworn Deputies to sign-up. All requests by private persons or groups shall be made to the Sheriff or his designee.

7.8: Detective On Call Pay

Detectives placed "On Call" for a standard weekend (Starting Friday at 1700 through Monday at 0800) shall receive an additional \$75 dollars which will be added to their biweekly paycheck. When a standard weekend is extended due to a national Holiday, the Detective will receive an additional \$25 dollars for the additional day. An example of this would be Thursday 1700 through Monday at 0800 hours.

7.9: SWAT Team

Hours of work and shifts for those positions assigned to the SWAT team may be established and adjusted as required to effectively respond to crime patterns and time. Such hours and shifts shall be scheduled for at least a week's duration when possible. If the SWAT team members are required to train at times other than their scheduled shift, they shall receive compensatory time at time and a half rate (1½) set forth in Section 2 of this Article. Members assigned to the SNIPER teams will also receive compensatory time at time and a half rate (1½) for any required monthly qualifications for any time outside of their regular shift.

ARTICLE 8

UNIFORMS

8.1: Uniform Issue

- (A) The CCDSA requests that all uniforms be issued by the Employer and will remain the property of the Employer.
- (B) Each newly sworn employee, will receive an original issue of one (1) long sleeve shirt, one (1) short sleeve shirt, one (1) pair of dress trousers, three (3) pairs of work trousers, one (1) coat, and one (1) rain jacket as well as a check to cover other costs of equipment required to perform their duties in the amount of six hundred dollars (\$600.00). The check provided herein is taxable income to the Employee. Deputies assigned to the Courthouse as their regular detail will be provided with an additional short sleeve shirt and an additional pair of dress trousers. All office issued items including but not limited to ID card, badge, patches and all other required insignia for the uniform, uniforms (including optional uniforms with Sheriff's Office insignia), and keys shall immediately be returned to the Employer.
- (C) Articles issued will be replaced when they become unserviceable due to damage or wear.

The Employee will submit a request for a replacement, as well as the unserviceable item(s) and the Employer will replace the articles within twenty (20) working days of receipt of the notice. Any disputes arising from this section shall be subject to the Grievance Procedure.

8.2: Miscellaneous Clothing and Equipment Allowance

All sworn uniformed Employees shall receive a Six Hundred Dollars (\$600.00) allowance per year to make purchases for miscellaneous items of clothing and equipment. The allowance provided for herein is taxable income to the Employee.

ARTICLE 9

SENIORITY

9.1: Office Seniority

Office seniority shall be established as follows: the non-probationary sworn employee having the longest continuous term of service with the Cascade County Sheriff's Office shall be number one on the seniority list and all other regular employees likewise shall be listed according to length of continuous service with the Cascade County Sheriff's Office. Such list shall be updated and provided, upon request, by the Employer and shall include the date of position seniority.

9.2: Seniority

All employees shall be in probationary status without seniority, for the first twelve (12) months of employment. Upon successful completion of the probationary period the employee shall accrue seniority from the date of their employment.

When sworn personnel are hired on the same date, their seniority will be determined by the hiring rank score.

9.3: Notice of Layoff

(A) Notice of Layoff. The Sheriff shall give written notice to the employees and Association on any proposed layoff. Such notice shall state the reasons therefore and shall be submitted at least thirty (30) calendar days before the effective date thereof. Provided qualifications and ability are relatively equal as determined by the Sheriff, seniority shall apply on layoff and recall from layoff.

(B) The Employer agrees to meet and confer with the Association with regard to the effect of any planned layoffs of employees covered by this agreement. The Association will be notified thirty (30) days or more in advance of any layoff.

9.4: Recall Procedure

(A) Regular employees shall be recalled by a certified letter to the employees last known

address starting with the laid off employee with the highest Office seniority to be called first.

- (B) Laid off employees will maintain recall rights for eighteen (18) months from date of layoff.
- (C) Recalled employees shall have the layoff time added to their overall time of employment for purposes of Office seniority only.
- (D) Employees who are laid off shall be entitled to recall at the same rank.
- (E) A laid off employee who fails to report back to work after twenty (20) working days of recall shall be removed from the recall list and be considered as terminated. If this employee cannot return due to illness, accident, or death in the immediate family, return to work dates shall be established by the Sheriff on a case by case basis.

9.5: Use of Seniority

- (A) For the purposes of vacation preference only, seniority will prevail for vacation requests submitted from December 1st and continuing through December 31st when two employees within the same shift and same rank request the same vacation dates; however, an employee shall be limited to apply for a maximum of one (1) years accrual until all employees on the same shift have an opportunity to bid for vacation. After that time, the first request received will be honored regardless of seniority.
- (B) If an employee has leave approved and voluntarily changes shifts or assignments, he/she must resubmit a leave slip to his/her new shift commander, and it shall be treated as a new request at that time.

9.6: Work Out-side Shift

All work performed outside of the regularly scheduled workday shall be available to all employee/employees that are qualified to perform the work required, unless otherwise mutually agreed upon by both the Association and Employer. For every seven (7) employees scheduled for the work described herein, one (1) supervisor shall also be assigned. These special assignments will be posted no less than four (4) days prior to the event, where possible.

- I. Nothing in this section shall be construed to require the Office to call in an employee on an overtime basis when the work can be done by an employee on duty who is otherwise qualified to perform the assignment.

9.7: Job Assignment Standards

Assignments shall be made on the basis of qualification. Qualifications being equal, job assignment shall be made on the basis of rank, time in rank and then seniority. For the purpose of this Section, job assignment is defined as an assignment to a shift, detail or Division. Based on the needs of the office and rank structure required for any assignment, assignments may be based on rank, time in rank, and then seniority.

9.8: Retention on Return from Military Leave

An employee who returns from Military Leave shall be re-appointed into the position he had when he left on Military leave or into one as nearly like as possible within a timely manner. Per MCA 2-18-614 and 10-1-604 and Cascade County Policy Section 60-13.

9.9: Break in Seniority

Cascade County Sheriff Office seniority shall be terminated by the following conditions:

- I. Proper discharge (immediately).
- II. Lay-off of eighteen (18) months' duration.
- III. Resignation.
- IV. Failure to return from leave of absence or vacation on agreed date unless approval is obtained from the Employer. Emergencies excepted and will be agreed upon by both the Association and the Employer.

ARTICLE 10

SICK LEAVE

Recognizing that the nature of work performed by Association members exposes them to serious prolonged injury and/or illness risk, sick leave is provided as defined in this Article for protection over and above that of a short duration provided under vacation leave. Sick leave shall be accrued and administered in accordance with MCA 2-18-618 and Cascade County Policy section 60-7, and Sheriff's Office Policy unless covered by this agreement.

10.1: Accrual

Sick leave shall accrue at the rate of 3.6923 hours per pay period for a total of ninety-six (96) hours per year. At no time will these hours be lost and can only be used by the Employee or paid out at time of employment termination as stated in Section 5 of this Article. The employee may also participate in the County Sick Leave Pool as identified in the County Human Resources Policy 60-14.

10.2: Use

Sick leave credits may be used as outlined in the Cascade County Policy HR 60-7, starting on the first (1st) day of each illness or injury until accrued credits are exhausted for regular personnel. Employees who have used accrued sick leave benefits may continue to accrue sick leave at the monthly rate under the terms of this Article.

10.3: Use during Leave

In the event that an employee on annual leave becomes ill, the employee shall be afforded the

right to change his/her annual leave status to sick leave status and to utilize available sick leave credits upon furnishing Management acceptable medical certification.

10.4: Violation

Any proven infraction of this Article shall be cause for discipline or dismissal.

10.5: Sick Leave Cash In

When an Employee terminates employment with the Employer, the Employee is entitled to cash compensation for the unused sick leave credits equal to one fourth of the compensation the Employee would have received if the employee had used the credits, provided the employee has worked the qualifying period. The value of unused sick leave is computed based on the employee's salary rate at the time of termination.

ARTICLE 11

OTHER PAID LEAVE

11.1: Funeral Leave

- (A) In the event of a death in the regular employee's immediate family, the employee shall be allowed five (5) days' time off without loss of pay from and including the date of the death to and including the date of the funeral for the purpose of attending the funeral.
- (B) Immediate family shall be defined as spouse, son, daughter, mother, father, sister, brother, grandmother, grandfather, mother-in-law, or father-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, aunt, uncle, niece or nephew, or other individuals at the discretion of the Sheriff. Such funeral leave shall be charged as funeral leave and shall not be charged against any of the employee's leave accounts.

11.2: Training

- (A) An employee may request training for post-accredited courses, inter-office training or other pre-approved training. It shall be the responsibility of the Employee to apply for such courses and the Employer shall have fourteen (14) days to respond in writing to the request is denied the Employer shall state, in writing, the reason for the denial.
- (B) The Employer shall offer a minimum of twenty (20) hours of inter-office training per calendar year. Attendance is not required; however, subsequent promotion test questions may be derived from these training sessions. An Employee's attendance record during inter-office training may also be a factor in promotions. Courses are not mandatory, except when noted and compensatory time will not be received during non-mandatory sessions. Attendance on duty will be permitted subject to call out.

11.3: Military leave

Military leave shall be administered in accordance with MCA 2-18-614 and 10-1-604 and Cascade County Policy Section 60-13. Employees shall notify the Employer at first notice of annual training requirements in order to accommodate scheduling needs.

11.4: Jury Duty

The fees paid by the court, other than travel and subsistence allowance, will be remitted to the Employer for deposit.

Employees who are required to attend jury duty on their regular shift shall be granted leave to attend jury duty, but upon completion of jury duty, shall be required to return to their regular shift if the duty is completed prior to the shift's conclusion. Employees required to attend jury duty during their regular working day but outside of their normal shift hours, and who are required to serve less than two (2) hours in a calendar day shall report for their entire regular shift. If required to attend jury duty in excess of two (2) hours in any calendar day, then the employee shall be credited with jury leave and shall be excused from his/her regularly scheduled shift for that day.

11.5: Blood Donation

Employees will be allowed time to donate blood through an Employer sponsored blood drive held onsite.

11.6: Contract Negotiations

The Employer will grant paid release time for no more than three Association members. In no instance will hours spent in negotiations place an employee into an overtime status.

ARTICLE 12

VACATIONS

12.1: Accrual

Upon the effective date of this collective bargaining agreement, leave accrual for regular employees hired prior to and during this Agreement by both parties shall be as follows: MCA 2-18-611

YEARS OF SERVICE	DAYS PER YEAR
(1) 1st day through 10 years	15 working days credit (120 Hours)
(2) 10 years through 15 years	18 working days credit (144 Hours)
(3) 15 years through 20 years	21 working days credit (168 Hours)
(4) 20 years on	24 working days credit (192 Hours)

An employee must complete the six (6) month qualifying period to be eligible to use vacation leave.

12.2: Scheduling

- (A) Commencing December 1st and continuing through December 31st of each year, Employees shall have the opportunity to submit vacation requests for the year commencing on January 1st and continuing through December 31st of the following year. Assignment of vacations will be made by granting requests on a first come first serve basis within the Employee's assigned division. If any two requests are in conflict during the submission timeframe the requests will be handled as directed in Article 9, Section 5, Paragraph A of this Agreement. Seniority will not prevail outside the division the Employee is assigned to.
- (B) Any other requests for vacation outside the one-month qualifying period shall be on a first come first serve basis.
- (C) The Employer reserves the right to determine the number of employees who will be scheduled for vacation during any period of time.

12.3: Accrual while on Leave

Leave shall continue to accrue during the time an employee is in an active pay status.

An employee will not be required to take vacation leave during the year and shall also have the privilege to a limited accrual of annual leave. This accrual may not exceed two (2) times the maximum number of days earned annually as of the end of the first pay period of the next calendar year. Excess vacation time is not forfeited if taken within ninety (90) calendar days from the last day of the calendar year in which the excess was accrued. It is the responsibility of the Employer to provide reasonable opportunity for an employee to use rather than forfeit accumulated excess vacation leave before the excess vacation leave must be forfeited. If an employee makes a reasonable written request to use excess vacation leave before the excess vacation leave must be forfeited, and the request is denied, the excess vacation leave shall not be forfeited, and the Employer shall ensure that the employee may use the excess vacation leave before the end of the calendar year in which the leave would have been forfeited.

12.4: Accrual while on Leave

Annual leave may be used for any purpose desired by the employee upon proper notification and approval by Management. For purposes of this section proper notification shall mean the employee's immediate supervisor. In the case of emergency where the employee's immediate supervisor is not available, the chain of command shall be utilized.

ARTICLE 13

LEAVE WITHOUT PAY

13.1: Personal Reasons

The Sheriff, and/or his designee, may at his/her sole discretion, grant up to ninety (90) days leave per calendar year without pay to an employee for personal reasons. However, seniority shall continue to accrue during the full ninety (90) days of such approved unpaid leave. The Employer shall provide written notification to the Association of any leave without pay over forty-five (45) days. In accordance with Cascade County Policy 60-15

13.2: Temporary Absences for Disability, Illness or Injury

A permanent employee who is unable to perform his/her regular duties because of non -duty related disabling illness or injury, but is certified by a medical doctor as having a reasonable expectation to return to work within one (1) year after the date of original injury, disability or illness, shall receive a leave of absence up to twelve (12) months, but with seniority accumulating. If the non-duty related disability continues beyond twelve (12) months, and the employee has not returned to work, and seniority will be broken and he shall be placed in layoff status.

ARTICLE 14

HOLIDAYS

14.1: Recognized Holidays

Holidays recognized are:

New Year's Day (Jan 1)

Martin Luther King Day

Presidents' Day

Memorial Day

Independence Day (July 4)

Labor Day

Columbus Day

State/General Election Day

Veterans Day (Nov. 11)

Thanksgiving Day

Christmas Day (Dec.25)

14.2: Holiday Pay

Holiday pay shall be defined for a regular employee as the employee's straight time rate of pay

for eight (8) hours for employees working a five (5) day work week and nine (9) hours for employees working a five (5) day patrol work week or ten (10) hours for employees working four (4) ten (10) hour days as described in Article 7, Section 1, Paragraphs A and B.

14.3: Holidays on workdays

If a holiday falls on a regular employee's regularly scheduled workday, at the option of the Sheriff, the employee shall either be given the day off with holiday pay or are required to work as scheduled receiving their regular hourly wage. Employees required to work on the legal holiday as set forth in Section 1 of this Article shall receive Compensatory time at one and one-half (1 ½) time for the hours worked on the holiday.

14.4: Holidays during Leave

A recognized holiday occurring during an employee's vacation or illness shall be counted as a holiday and not as a day of leave and the employee should receive the appropriate holiday pay if eligible.

14.5: Holidays on day off

If a holiday falls on a regular employee's normally scheduled day off, the employee shall receive eight (8) hours of leave for employees working a five (5) day work week or nine (9) hours for employees working a five (5) day or ten (10) hours for employees working four (4) ten (10) hour days patrol work week.

14.6: Special Events on Holidays day off

Effective upon the signing of this agreement, if an employee is called to work on a holiday then the following shall apply:

For purposes of this section, the holiday will be the observed holiday for those Employees working five (5) eight (8) hour shifts or for Employees working five (5) nine (9) hour shifts or four (4) ten (10) hour shifts.

(A) the holiday will be those listed in Section 1 of this Article.

(B) Every Regular Employee is eligible to receive holiday pay once per holiday, whether on the observed day or the recognized holiday as stated in Section 1 of this Article and detailed above.

(C) When an Employee works on a holiday that is on the Employee's scheduled day off the following shall apply:

14.7: Eligibility of Holiday Pay

- I. Employees working five (5) eight (8) hour shifts will receive eight (8) hours of straight time holiday pay and time and one-half (1 ½) overtime for a minimum of two hours.

- II. Employees working five (5) nine (9) hour shifts will received nine (9) hours of straight time compensatory time and time and one-half overtime for a minimum two hours.
- III. Employees working four (4) ten (10) hour shifts will receive ten (10) hours of straight time and time and one half (1 ½) overtime for a minimum of two (2) hours.
- IV. If the Employee works longer than two hours, the Employee shall earn time and one-half overtime for the total hours worked.

In order to be eligible for holiday pay, Employee s shall have worked a portion of said holiday. All Employees who are eligible for holiday pay shall receive holiday pay for the entire shift worked regardless of the number of hours actually worked on the holiday.

ARTICLE 15

WAGES

Section 1. Percentage of Sheriff's Wage.

Employees will be paid wages that will be calculated according to this agreement.

Rank	Percentage
Recruit Deputy Base Rate of Pay	74% of Sheriff's Salary
3rd Class Deputy Base Rate of Pay	76% of Sheriff s Salary
2nd Class Deputy Base Rate of Pay	78% of Sheriff's Salary
1st Class Deputy Base Rate of Pay	80% of Sheriff's Salary
Senior Deputy Base Rate of Pay	83.0% of Sheriff's Salary
Corporal Base Rate of Pay	85% of Sheriff's Salary
Sergeant Base Rate of Pay	86.5% of Sheriff's Salary

Section 2. Night differential

Differential pay shall apply to night shift teams only at the rate of \$0.50 per hour for the entire shift. Night shift is defined as 6:00 PM to 6:00 AM.

Section 3. Coroner Pay

Employees assigned in writing to the position of Compensated Corner will receive \$150 per pay period totaling 26 pay periods in a calendar year. The Sheriff will decide on the total number of Compensated Coroners and how/when they are assigned.

Section 4. K-9 Pay

K9 handlers agree that they will adjust their established schedule by 30 minutes each workday, at the beginning or ending of their scheduled shift to compensate for their 30 minutes of daily kennel time.

In accordance with the FLSA, on days off for handlers, to include Holidays, handlers will be

compensated thirty (30) minutes of compensatory time for every day. Should a handler use a vacation or sick day, handlers are still compensated thirty (30) minutes for kennel time. K-9 related issues (i.e. Vet visits, exercising, grooming, etc.) shall be done on-duty when possible. K-9 obligations which fall outside the thirty (30) minute kennel time shall be compensatory time or OT time.

Section 5. Field Training Officer (FTO) Incentive

Employees certified and assigned to perform FTO duties shall receive one dollar (\$1.00) per hour for each hour worked while performing or documenting such duties.

Section 6. Certification Stipend

Employees achieving the following advance POST certification shall receive the listed stipend per month. An employee shall receive the stipend for the highest certification received but not both.

Intermediate	\$100.00
Advanced	\$150.00

ARTICLE 16

JOB CLASSIFICATIONS

16.1: Promotions

- A. Promotions are a management right, which are governed by the Policies of the Sheriff. The primary objective in promoting personnel is to select the most competent, responsible, effective and eligible members available to fill the open supervisory and command positions.
- B. All candidates who meet the minimum eligibility requirements will be notified in writing of the dates set for testing if testing is required. This notification will occur at least thirty (30) days prior to the date set for testing. A testing system developed by the Sheriff will be administered to the eligible candidates. Candidates will then be allowed to proceed to the next phase, which will be an oral interview conducted by an oral interview board selected by the Sheriff.
 - I. If an application is required any promotional announcements will be posted prominently at least fourteen (14) days, excluding Saturdays, Sundays and Holidays prior to testing. The promotional announcements will include the position, description of duties, responsibilities, salary, eligibility requirements and the cutoff date for applications.
- C. Promotion requirements, process and criteria shall be included in the SHERIFF'S POLICY MANUAL issued by the Sheriff.
- D. A rank structure has been developed to meet the needs of the Office and current manpower allocations. The structure may change at the discretion of the Sheriff. Promotions will be dictated as the needs of the Office change.

- E. An employee may receive up to fifty percent (50%) of time served for a maximum of four (4) years for past full time sworn civilian law enforcement experience, either with a Montana Law Enforcement Agency or an out-of-state agency that qualifies for a Montana equivalency certification. This will only apply if the Employee did not have a break in service greater than three (3) years. The Employee must provide written documentation to the Sheriff of the employee's past experience and P.O.S.T. certifications prior to any promotional testing. The employee must meet the minimum eligibility requirements for promotional testing and must have successfully completed the one-year probationary period.
- F. When an employee applies for advancement which requires training hours and P.O.S.T. training hours the Employer will consider on a case-by-case basis hours of training which the employee had been denied the opportunity to receive and will possibly be considered as hours actually earned; the employee would have needed to receive some training and made a documented attempt to gain all the hours needed.

16.2: Sergeant

For the rank of Sergeant the employee must have a minimum of seven (7) years full time law enforcement experience, with at least five (5) of these years with the Cascade County Sheriff Office, shall have completed 400 hours of sworn training, to include a minimum 225 hours that is P.O.S.T. accredited, the remaining can be interoffice or other pre-approved, by the Sheriff training, in addition to the basic course, and shall obtain a Supervisory Certificate from the P.O.S.T. Council as well as a Supervisor Certification within 15 months of the promotions date. Application, Office testing and an oral interview are required.

- I. May be extended by the Sheriff if: No training was available by an accredited school or P.O.S.T. Council has not met after completion of the training and longevity requirements were made or due to severe budget shortfalls.
- II. Failure to meet requirements of these provisions will result in demotion to the last held rank.

16.3: Corporal

For the rank of Corporal, the employee must have a minimum of six (6) years full time law enforcement experience, with at least four (4) of these years with the Cascade County Sheriff Office, shall have completed 350 hours of sworn training, to include a minimum of 200 hours that is P.O.S.T. accredited, the remaining can be interoffice or other pre-approved, by the Sheriff training, in addition to the basic course. Application, Office testing and oral interview are required.

16.4: Senior Deputy

For the rank of Senior Deputy, the employee must have a minimum of five (5) years full time law

enforcement experience, with at least three (3) of these years with the Cascade County Sheriff Office; shall have completed 300 hours of sworn training, to include a minimum of 175 hours that is P.O.S.T. accredited, the remaining can be interoffice or other pre-approved, by the Sheriff training, in addition to the basic course. Application, Office testing and oral interview are required.

- I. Sergeant, Corporal and Senior Deputy promotions shall be based on available positions determined by the Sheriff. Promotions will be dictated as the needs of the Office change.

16.5: Deputy 1st Class

For the rank of Deputy 1st Class the employee must have a minimum of four (4) years full time law enforcement experience, with at least two (2) of these years with the Cascade County Sheriff Office; shall have completed 250 hours of sworn training, to include a minimum of 150 hours that is P.O.S.T. accredited, the remaining can be interoffice or other pre-approved, by the Sheriff training, in addition to the basic course. Application and Office testing are required.

16.6: Deputy 2nd Class

For the rank of Deputy 2nd Class the employee must have a minimum of three (3) years full time law enforcement experience, with at least two (2) of these years with the Cascade County Sheriff Office shall have completed 100 hours of sworn training, to include a minimum of 75 hours that is P.O.S.T. accredited, the remaining can be interoffice or other pre-approved, by the Sheriff training, in addition to the basic course. No testing is required for Deputy 2nd Class.

16.7: Deputy 3rd Class

To be incorporated in that a recruit's one-year probation has been passed, the recruit will be automatically promoted to Deputy 3rd Class through "Probationary Achievement". Deputy 3rd Class must have successfully completed the Basic Course at the Montana Law Enforcement Academy. No testing is required for deputy 3rd Class.

16.8: Recruit Deputy

A Recruit Deputy will be all Probationary Sworn Deputies working within the first 365 days of hire and have not been promoted through "Probationary Achievement".

16.9: Filling Vacancies

(A) Promotions see Section 1(8) (1).

(B) When a position allowing for transfer within the Office covered by this Agreement becomes vacant, the Sheriff shall cause a notice of such vacancy to be posted prominently at least fourteen (14) days, excluding Saturdays, Sundays and Holidays prior to filling such vacancy. The notice will include the position, description of duties, responsibilities, salary, hours of

work, eligibility requirements and the cutoff date for applications.

16.10: Performance Evaluations

- (A) The Employer shall establish a system of Employee performance evaluations. Employee performance evaluations shall be used for the purpose of informing the Employee of strong and weak points, pointing out training needs and expected improvements, providing appropriate recognition to the efficient Employee, and guiding the Employee towards the fullest development of his capabilities.
- (B) Evaluations for each non-probationary Deputy Sheriff shall be on the anniversary date of hire and shall be completed within 90 days of the date thereof.
- (C) Evaluations for a probationary Deputy Sheriff will entail an evaluation following the completion of F.T.O. The second evaluation period will entail the period of three hundred forty (340) days from the date of hire with a completed report within ten (10) days from the end of the second period.
- (D) All Employee performance evaluation reports shall be reviewed with the Employee by the supervisor conducting the performance evaluation. Employees shall have the right to present a written appeal of their performance evaluation to the Sheriff within ten (10) days from the Employee's evaluation interview.
- (E) If appealed to the Sheriff; the Sheriff shall review the evaluation report with the Employee and the supervisor who conducted the evaluation. The Sheriff, or his designee, will outline what the Employee needs to do to assist in upgrading his performance. There is no appeal process other than to the Sheriff.
- (F) Performance evaluations shall be on a standardized form which shall be drafted by the Employer and reviewed by the Association. Employees shall be entitled to a copy of the performance evaluation upon request. Performance evaluations are a permanent record in the employee's personnel file.

ARTICLE 17

HEALTH AND WELFARE

17.1: Group Insurance

The Employer agrees to contribute the same amount of funds towards the health insurance premium for Employees covered by this Agreement as it contributes for other County Employees and Elected Officials. Health coverage becomes effective the first of the month following the date of employment for eligible employees. Eligibility is defined under Cascade County Personnel policy 20-1.

17.2: Insurance Committee

The parties agree to continue to have two chairs on the Insurance Committee for Association

members. This Committee will consider matters relating to the County's Budget covering both provisions of this agreement and County practices. Not later than sixty (60) days after the execution of this agreement, the CCDSA shall appoint two (2) members to this Committee.

ARTICLE 18

SEVERABILITY AND EMBODIMENT CLAUSE

18.1: Severability

Should it be determined that any Article, paragraph, subdivision, phrase or any other portion of this Agreement is determined by a court of competent jurisdiction to be invalid for any cause, such invalid provisions shall be deemed to be nonexistent and the remainder of this Agreement shall continue in full force and effect.

18.2: Embodiment

It is agreed by the parties who have executed this Agreement that this contract sets forth the entire Agreement between the Employer and the Association and that during the course of collective bargaining each party had the unlimited right to offer, discuss, accept or reject proposals and therefore, for the term of this Agreement unless mutually agreed upon by both parties, no further collective bargaining shall be had upon any provision of this Agreement, nor upon any proposal which was offered and discussed but was not made part of this Agreement. Furthermore, there shall be no verbal or written agreements between the Employer and the Association in violation or contravention of this contract.

ARTICLE 19

TAKE HOME CARS

Currently, the Cascade County Sheriff Office provides take home vehicles to all regular Employees, but they may not be taken outside of the County without notification to the Shift Commander or dispatch. This notification must include the destination, reason why and estimated return. At no time will an office vehicle leave the state of Montana without the permission of the Sheriff that is not business related. Home cars shall be distributed on a mission-oriented basis for uniformed and non-uniformed personnel within the division currently assigned and will be equally removed from all divisions, should there be a change in current practice the Employer will meet and confer with Association before implementing any change. Misuse or neglect of take-home vehicles shall result in a disciplinary action up to and including termination.

The parties agree and acknowledge that no employee is required to use a home car. Use of the home car while off-duty for normal vehicle activities not related to the employee's law enforcement duties, including, but not limited to, any time spent maintaining the vehicle for such non-work-related activities is not considered compensated time. Should an employee engage in any law enforcement

activities while off-duty, he shall report such activity and the time spent. Should the use of the home cars be challenged under the FLSA, either party may reopen this contract on the issue of home cars.

If at any time the Sheriff or his/her designee feel there is a question as to a deputy's fitness to operate a county vehicle for any reason the Deputy will lose his home car privileges. This fitness for duty will then be reviewed under Article 5, Section 1, Paragraph C of this agreement.

The Association understands home cars are a budgetary issue and therefore:

I. Before reductions to the fleet are made, the Employer will conduct a study to determine the cost/benefit of such a reduction. No reduction shall be undertaken unless to do so produces a savings to the Employer. The Cascade County Deputy Sheriff Association (CCDSA) shall be informed of any report or study, shall be allowed input regarding the same, and will be provided with a copy of any final report or study.

II. Before the reduction is implemented, the CCDSA will be given an opportunity to present an alternative means of accomplishing the budgetary savings proposed by the reduction which does not involve removal of home cars. The CCDSA's proposal must be presented within fourteen (14) days of the receipt of the Employer's final report or study. If, in the reasonable opinion of the Employer, the CCDSA's proposal meets or exceeds the savings expected to be achieved by the reduction, as set forth in the Employer's final report/study, the CCDSA's proposal shall be implemented in lieu of the reduction.

III. At any time if a reduction to the fleet is found to be the best budgetary option, this Article will be revisited each and every fiscal year thereafter as described in Paragraph 2 above.

ARTICLE 20

TERM OF AGREEMENT

21.1: Term

This Agreement shall become effective upon ratification by the Association and Cascade County Board of County Commissioners. This Agreement shall remain in effect until June 30, 2020. This Agreement shall remain in effect yearly, thereafter, unless one of the parties hereto shall serve notice, in writing, upon the other party hereto, not greater than one hundred twenty (120) days but not less than ninety (90) days prior to its expiration date or any anniversary thereafter.

IN WITNESS THEREOF, this day of _____, 2020, the parties hereto acting by and through their respective and duly authorized officers or representatives, have hereto set their hands and seals on the day and year first above.,

CONTRACT

20-94

FOR THE ASSOCIATION:

CASCADE COUNTY DEPUTY SHERIFF ASSOCIATION

Steven Brunk
President

Jason Boyd
Vice-President

FOR THE EMPLOYER:

BOARD OF COUNTY COMMISSIONERS – CASCADE COUNTY, MONTANA

James I. Larson, Chairman

Joe Briggs, Commissioner

Jane Weber, Commissioner

ATTEST

On this _____ day of _____, 2020, I hereby attest the above -written signatures of the Board of Cascade County Commissioners.

Rina Fontana Moore, Cascade County Clerk & Recorder

July 14, 2020

Resolution 20-39

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: Resolution 20-39
Budget Appropriation Ryan White Contract

INITIATED BY: Trisha Gardner, Health Officer

ACTION REQUESTED: Approval of Resolution #20-39

PRESENTED BY: Trisha Gardner, Health Officer

SYNOPSIS:

The Cascade City County Health Department received the new Ryan White contract which changed the grant FY to May 1, 2020 – April 30, 2021.

RECOMMENDATION:

Approval of Resolution # 20-39

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

Mr. Chairman, I move the Cascade County Commission approve Resolution #20-39 and allow the Cascade City-County Health Department to adjust budgets in 2975-376-D0100

MOTION TO DISAPPROVE:

Mr. Chairman, I move the Cascade County Commission disapprove Resolution #20-39 and allow the Cascade City-County Health Department to adjust budgets in 2975-376-D0100

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF CASCADE COUNTY, MONTANA

**IN THE MATTER OF A BUDGET
APPROPRIATION WITHIN CASCADE COUNTY
CCHD RIVERSTONE HEALTH-RYAN WHITE PART C CONTRACT**

RESOLUTION 20-39

WHEREAS, the Cascade City-County Health Department contracts with the Yellowstone City-County Health Department dba Riverstone Health to provide HIV services through the Ryan White Part C program; and

WHEREAS, Contract 20-76 was approved by the Commission on June 23, 2020 as a renewal of the contracted services with an effective date of May 1, 2020 through April 30, 2020 for a total of \$30,000; and

WHEREAS, previous contracts followed the county's fiscal year of July 1 through June 30 and were budgeted via the annual budget process, which does not apply to the new contract; and

WHEREAS, a budget amendment is necessary to allow for the utilization of these funds for the months of May through June, 2020 in the amount of \$2,500 in expenditures offset by grant revenues; and

WHEREAS, pursuant to Section 7-6-4006, M.C.A. 2017, the Board of County Commissioners has the power to appropriate funds within the budget; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Cascade County the appropriation adjustments are to be made as detailed in Attachment A;

Dated this 14th Day of July, 2020.

**BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

JAMES L. LARSON, CHAIRMAN

JANE WEBER, COMMISSIONER

JOE BRIGGS, COMMISSIONER

ATTEST:

CLERK & RECORDER/AUDITOR
mke

REQUEST FOR BUDGET APPROPRIATION

Attachment A.

Date: 6/30/2020
 To: Cascade County Board of Commissioners
 Program Name: Ryan White
 CFDA #: 93.918
 Contract # _____
 Responsible Department: CCHD
 Prepared by: Joey McDermand

Please approve the following budget changes:

	<u>Fund</u>	<u>Dept</u>	<u>Function</u>	<u>Account</u>	<u>Budgeted Amount</u>	<u>Increase (Decrease)</u>	<u>Amended Budget</u>
<u>Expenses</u>							
Acct #	<u>2975</u>	- <u>376</u>	- <u>D0100</u>	- <u>100.110</u>	0	2,000	2,000
Acct #	<u>2975</u>	- <u>376</u>	- <u>D0100</u>	- <u>100.140</u>	0	300	300
Acct #	<u>2975</u>	- <u>376</u>	- <u>D0100</u>	- <u>200.220</u>	0	100	100
Acct #	<u>2975</u>	- <u>376</u>	- <u>D0100</u>	- <u>300.350</u>	0	100	100
					<u>0</u>	<u>2,500</u>	<u>2,500</u>
<u>Revenues</u>							
Acct #	<u>2975</u>	- <u>376</u>	-	- <u>33.1000</u>	0	2,500	2,500
Acct #	_____	- _____	-	- _____	0	0	0
					<u>0</u>	<u>2,500</u>	<u>2,500</u>

Explanation of budget changes:
 Grant FY changed to May 1, 2020 - April 30, 2021

Changes authorized by:

 Department Head Signature or Elected Official Signature _____ Date 6/30/2020


 Budget Officer _____ Date 6/30/2020

TRISHA GARDNER
 Print Name

**YELLOWSTONE CITY-COUNTY HEALTH DEPARTMENT
CONTRACT DBA RIVERSTONE HEALTH**

This is a contract by and between the YELLOWSTONE CITY-COUNTY HEALTH DEPARTMENT, dba RIVERSTONE HEALTH-RYAN WHITE PART C, hereinafter referred to as YCCHD-RW, and the CASCADE CITY-COUNTY HEALTH DEPARTMENT, hereinafter referred to as CCCHD, for the provision of early intervention services for HIV positive clients. Whereas the parties agree as follows:

- I. YCCHD-RW shall provide a total of **THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00)** annually for salaries, travel expenses, and continuing education expenses related to the provision of early intervention services for HIV positive clients. No later than the twenty-eighth (28th) calendar day of the month following each quarter, CCCHD shall submit to YCCHD-RW a Request for Payment in the form prescribed by YCCHD, which details the specific costs incurred and allowed in the previous month. YCCHD-RW reserves the right to disallow any inappropriate expenses. Equipment expenses are subject to prior approval. Continuing education and travel expenses greater than \$500.00 must be pre-approved by the YCCHD contract liaison.
- II. For the purposes of this Contract, the contact person for YCCHD-RW shall be Molly Hale, and the contact person for CCCHD shall be the CCCHD Health Officer or the Disease Prevention Services Manager.
- III. CCCHD will enroll HIV positive patients in accordance with existing protocols of YCCHD-RW in the Early Intervention Program.
- IV. The Early Intervention Case Manager will maintain a current list of all local medical providers of HIV Care, complete Ryan White Part C contracts with all such providers; maintain current medical records of all enrollees, provide updated demographic and disease status data, monitor each enrollee for quality of care and ensure such quality standards are met for each client, and coordination of ADAP medication assistance. A QI plan will be submitted annually with a plan of action addressing improvement of services/quality of care for Ryan White clients. CCCHD will assure the Case Manager has medical case management training.
- V. CCCHD will gather and provide upon request of YCCHD-RW, all data required for Federal reporting and enter the data into the shared CAREWARE data base used for HRSA reporting purposes.
- VI. CCCHD will submit bills for client care payment within five (5) days of receiving them. CCCHD agrees not to submit bills for services covered by Medicaid, Medicare, or private insurance. Bills beyond forty-five (45) days may be subject to non-payment.
- VII. CCCHD will ensure that clients receive quality cost effective medical care, in a confidential manner, and maintains client's medical records in accordance with Montana Uniform Health Care Information Act and YCCHD Early Intervention Program Protocols as provided.
- VIII. Both parties agree that they shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Orders 11375, and supplemental in

Department of Labor regulations (41C.F.R. Part 60) in providing services under the terms of this Contract.

- IX. YCCHD-RW, Bureau of Primary Health Care, and the Comptroller General of the United States or any duly authorized representative will have access to any books, documents, papers and records of the Contractor (CCCHD) which are directly pertinent, for the purposes of making audits, examinations, excerpts and transcriptions.
- X. Both parties agree that records can be destroyed five (5) years after final payment is made under this contract unless there is a pending audit, litigation or other action started prior to the end of that five-year period.
- XI. Both parties agree that subcontracting with any other agency, organization or person is not a provision of this Contract.
- XII. **Both parties agree that this Contract shall be for a one year period of time commencing on May 1, 2020 and end on April 30, 2021.** This Contract may be cancelled by either of the parties at any time without cause; however, the party seeking to cancel this Contract must give written notice of its intention to do so to the other party at least thirty (30) days prior to the effective day of cancellation.
- XIII. Both parties agree to hold each other harmless and indemnify each other for any liability, claims, demands, costs, and actions at law arising out of the performance of this Contract to the extent that the liability, claim, demand, cost, action, or damages are caused by or arise out of the acts or negligence of either party or its employees.

**Yellowstone City-County Health Dept. DBA
RiverStone Health
123 South 27th
Billings, MT 59107
(406) 247-3200**

**Cascade City-County Health Department
115 4th Street South
Great Falls, MT 59401**

Date John Felton
 CEO/Health Officer

Date Chair,
 Board of County Commissioners

Date , Executive Director

July 14, 2020

Contract #20-86

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Contract 20-86
Amendment to the Cooperative Agreement
Between Montana DPHHS and Board of Health

INITIATED AND PRESENTED BY: Trisha Gardner, Health Officer

ACTION REQUESTED: Approval of Contract #20-86

BACKGROUND:

The purpose of this amendment is to reimburse jurisdictions for the COVID-19 related work conducted with licensed establishments in their jurisdiction.

Original Contract language - The purpose of this agreement is to establish a payment schedule for maximizing the disbursement of funds to the Board of Health to support inspections of licensed establishments and to determine which optional programs the Board of Health will conduct.

TERM: January 1, 2020 – December 31, 2020

AMOUNT: n/a

RECOMMENDATION: Approval of Contract #20-86

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Contract #20-86, the Amendment to the Cooperative Agreement between Montana DPHHS and the Board of Health

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract #20-86, the Amendment to the Cooperative Agreement between Montana DPHHS and the Board of Health

Amendment to the 2020 Cooperative Agreement**June 23, 2020**

As a result of the 2020 COVID-19 global pandemic, local and state health departments have been unable to complete licensed establishment inspections due to establishment closures, limits on travel, efforts to reduce exposure to other people, and the need to divert resources to local COVID-19 response. Although facility inspections have been limited, extensive outreach to licensed establishments has been conducted. This document is intended to amend the 2020 Cooperative Agreement between DPHHS and the Cascade City-County Health Board to reimburse jurisdictions for the COVID-19 related work conducted with licensed establishments in their jurisdiction.

This amendment does not modify the inspection types being conducted by Cascade City-County Health Board. Jurisdictions that have already opted into body art and/or pool inspections will maintain that responsibility for the remainder of 2020.

Reimbursements for inspections this year will be based on two metrics – the number of traditional inspections or virtual site visits and the amount of COVID-19-related work that a jurisdiction completes.

- If a jurisdiction did not engage licensed establishments in COVID-19 related activities, then they will be paid at the rates agreed upon in the 2020 cooperative agreement.
- Regardless of the number of traditional inspections completed, local Health Boards will be reimbursed 100% of the Local Board Inspection Fund (LBIF) available for their jurisdiction, if they document that they made reasonable efforts to complete facility inspections as time, resources and COVID-19 related conditions allowed, and the time typically spent on inspections was diverted to COVID-19 related activities as described below.

Traditional Inspections

Traditional facility inspections must be documented through entry into the licensing database. Reasonable efforts must be made to conduct traditional facility inspections whenever possible. In situations where completion of traditional facility inspections is not possible, jurisdictions should:

- focus inspections on high risk behaviors and issues,
- prioritize inspections of higher risk facilities,
- investigate complaints about licensed establishments, *PHD, 10/10/20*
- attempt virtual site visits or consultations.

COVID-19 related work

June 23, 2020
COVID-19 related work must be documented by providing a quarterly report as described below. The Local Board Inspection Fund will be disbursed to jurisdictions on a quarterly basis for up to 100% of available quarterly funding. Quarterly funding will be disbursed after providing a quarterly report to the Department. Upon receipt of all quarterly reports for 2020 any remaining funds available to the jurisdiction will be disbursed at the end of the licensing year.

Quarterly reports must document the following:

- Commitment to protecting their communities from the spread of COVID-19 by:
- providing outreach and education to licensed establishments regarding how to implement best practices for prevention of virus spread in their establishments,
- conducting on-site, virtual site visits, or consultations with licensed establishments, as needed, to ensure that state and local requirements are being followed,

- responding to complaints regarding violations of the state or local requirements, and/or
- creating and/or distributing guidance to licensed establishment operators.

Quarterly reports documenting COVID-19 related outreach and reimbursement will be kept on file at DPHHS and made available upon request.

The combined reimbursement for inspections and COVID-19 related activities shall not exceed the total amount of licensing fee money available in the LBIF for 2020 in any jurisdiction.

Liaisons:

These persons serve as the primary contacts between the parties regarding the performance of the task order.

1. Ed Evanson is the liaison for DPHHS (phone: 406-444-5309)
2. Liaison for the BOH: _____
(Print name and title)

For: Montana Department of Public Health and Human Services

Signature: _____
 Printed name and title: Todd Harwell, Division Administrator
 Date: _____

For: Cascade City - **County Board of Health**

Signature: Terry Barber
 Printed name and title: Chairman - Cascade County - City Health Board
 Date: 7-4-20 Terry O. Barber

Please mail signed Agreement to:

Ed Evanson, Supervisor
 DPHHS-Food & Consumer Safety Section
 P.O. Box 202951
 Helena MT 59620-2951

Quarterly Report for 2020 Cooperative Agreement Amendment

Date _____

Quarter _____

Submitted By _____

Jurisdiction _____

For each of the categories listed below provide a brief narrative of the COVID 19 related outreach activities conducted during the last quarter. Include the approximate number of establishments each activity reached. Estimates may be used to when conducting outreach such as virtual community meetings or conference calls where the exact number of participants are not known

-Retail Food

-Wholesale Food

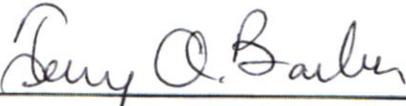
-Body Art

-Public Accommodation

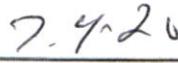
-Pool

-Trailer Court/ Campground

This narrative of work related to COVID-19 is equivalent to or greater than the normal inspection work conducted by this jurisdiction during a normal quarter.



Signed by the Health Officer or their designee



Date

CONTRACT

20-86

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Passed and adopted at Commission Meeting held on this ____ day of _____, 2020.

Attest

On this ____ day of _____, 2020, I hereby attest the above-written signatures of James L. Larson, Joe Briggs and Jane Weber, Cascade County Commissioners.

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

July 14, 2020

Contract #20-92

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Contract 20-92
Amendment SafeCare
Contract 20203HOME0007

INITIATED AND PRESENTED BY: Trisha Gardner, Health Officer

ACTION REQUESTED: Approval of Contract #20-92

BACKGROUND:

The purpose of this amendment is to extend the contract terms from July 1, 2020 through June 30, 2026.

The purpose of the original contract is to assist in cases where it is deemed professional services are necessary by providing community based-family support services to assure children's safety within the home and preserve families.

TERM: July 1, 2020 – June 30, 2026

AMOUNT: N/A - amendment
Original Contract - Paid per Terms of Exhibit D: Matrix Payment
Fee Schedule and Catalog

RECOMMENDATION: Approval of Contract #20-92

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move that the Commission **APPROVE** Contract #20-92 , Amendment SafeCare
Contract 20203HOME0007

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission **DISAPPROVE** Contract #20-92, Amendment SafeCare
Contract 20203HOME0007

**CONTRACT AMENDMENT JULY 1, 2020
CONTRACT FOR IN-HOME AND ACCESS AND VISITATION SERVICES
CHILD AND FAMILY SERVICES CONTRACT NUMBER 20203HOME0007**

This CONTRACT AMENDMENT is to amend the above-referenced contract between the Montana Department of Public Health and Human Services, (the "Department"), whose contact information is as follows: 301 S. Park Avenue, PO Box 8005, Helena, MT, 59604-8005, Phone Number (406) 841-2400, Fax Number (406) 841-2487, and Cascade County Health Department, ("Contractor"), whose contact information is as follows, 115 – 4th Street South, Great Falls, MT, 59401, Phone Number (406) 791-9262, Fax Number (406) 453-3357, respectively (collectively, the "Parties").

Effective July 1, 2020 this Contract is amended as follows. Existing language has been struck; amended language underlined.

Section 2. **TERM OF CONTRACT**

~~The term of this contract is from July 1, 2019 through June 30, 2020, unless terminated otherwise in accordance with contract.~~

The term of this contract is from July 1, 2020 through June 30, 2026, unless terminated in accordance with the contract.

AUTHORITY TO EXECUTE

Except as modified above, all other terms and conditions of Contract Number 20203HOME0007 remain unchanged.

The parties through their authorized agents have executed this Contract Amendment on the dates set out below.

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

BY: _____ Date: _____
Mick Leary, Program Bureau Chief

CASCADE COUNTY HEALTH DEPARTMENT

BY:  _____ Date 6 JUL 2020
Jo-Viviane Jones, Contract Liaison

ASSURANCES

DEPARTMENT'S ANNUAL CERTIFICATION

DPHHS GS-301
Rev. 5/2019

ANNUAL CERTIFICATION FOR DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES OF THE CONTRACTOR'S COMPLIANCE WITH CERTAIN STATE AND FEDERAL REQUIREMENTS

This annual certification form is standardized for general use by the Department of Public Health and Human Services (Department) in contracting relationships. Not all of these assurances may be pertinent to the Contractor's circumstances. The Contractor, in signing this form, is certifying compliance only with those requirements that are legally or contractually applicable to the circumstances of the contractual relationship of the Contractor with the Department.

These assurances are in addition to those stated in the federal OMB 424B (Rev. 7-97) form, known as "ASSURANCES - NON-CONSTRUCTION PROGRAMS", issued by the federal Office of Management of the Budget (OMB). Standard Form 424B is an assurances form that must be signed by the Contractor if the Contractor is to be in receipt of federal monies.

There may be program specific assurances, not appearing either in this form or in the OMB Standard Form 424B, for which the Contractor may have to provide additional certification.

This form and OMB Standard Form 424B are to be provided with original signatures to the Department's contract liaison. The completed forms are maintained by the Department in the pertinent procurement and contract files.

Further explanation of several of the requirements certified through this form may be found in the text of related contract provisions and the Department's policies pertaining to procurement and contractual terms. In addition, detailed explanations of federal requirements may be obtained through the internet at sites for the federal departments and programs and for the Office for Management of the Budget (OMB) and the General Services Administration (GSA).

ASSURANCES

Cascade County Health Department

The **Contractor**, Cascade County Health Department, for the purpose of contracting with the Montana Department of Public Health and Human Services, by its signature on this document certifies to the Department its compliance, as may be applicable to it, with the following requirements.

The Contractor assures the Department:

GENERAL COMPLIANCE REQUIREMENTS

- A. That the Contractor does not engage in conflicts of interest in violation of any state or federal legal authorities, any price fixing or any other anticompetitive activities that violate the federal Antitrust Sherman Act, 15 U.S.C. §§1 – 7, Anti-Kickback Act, 41 U.S.C. §§ 51-58, and other federal legal authorities. And that the Contractor does not act in violation of 18-4-141, MCA or other legal authorities by colluding with other contractors for the purpose of gaining unfair

advantages for it or other contractors or for the purpose of providing the services at a noncompetitive price or otherwise in a noncompetitive manner.

- B. That the Contractor does not act in violation of the federal False Claims Act at 31 U.S.C. §§ 3729 3733 (the "Lincoln Law") or of the Montana False Claims Act, at Title 17, Chapter, 8, Part 4, MCA. And that the Contractor and its employees, agents and subcontractors act to comply with requirements of the federal False Claims Act by reporting any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has submitted a false claim to the federal government.
- C. That the Contractor is solely responsible for and must meet all labor, tax, and other legal Authorities requirements pertaining to its employment and contracting activities, inclusive of insurance premiums, tax deductions, unemployment and other tax withholding, overtime wages and other employment obligations that may be legally required with respect to it.
- D. That the Contractor maintains necessary and appropriate workers compensation insurance coverage.
- E. That the Contractor is an independent contractor and possesses, unless by law not subject to or exempted from the requirement, a current independent contractor certification issued by the Montana Department of Labor and Industry in accordance with 39-71-417 through 39-71-419, MCA.
- F. That the Contractor's subcontractors and agents are in conformance with the requirements of Sections B, C, and D of this Certification.
- G. That the Contractor, any employee of the Contractor, or any subcontractor in the performance of the duties and responsibilities of the proposed contract: 1) are not currently suspended, debarred, or otherwise prohibited in accordance with 2 CFR Part 180, OMB Guidelines to Agencies on Government Wide Debarment and Suspension (non-procurement) from entering into a federally funded contract or participating in the performance of a federally funded contract; and 2) are not currently removed or suspended in accordance with 18-4-241, MCA from entering into contracts with the State of Montana.
- H. That the Contractor is in compliance with those provisions of the privacy, security, electronic transmission, coding and other requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the federal Health Information Technology for Economic and Clinical Health (HITECH), a part of the American Recovery and Reinvestment Act of 2009, and the implementing federal regulations for both acts that are applicable to contractual performance if the Contractor is either a Covered Entity or a Business Associate as defined for purposes of those acts.
- I. That, as required by legal authorities or contract, the Contractor maintains smoke and tobacco free public and work sites. And if the contract performance is related to the delivery of a human service, the Contractor does not perform any work involved in the production, processing, distribution, promotion, sale, or use of tobacco products or the promotion of tobacco companies; or 3) accept revenues from the tobacco industry or subsidiaries of the tobacco industry if the acceptance results in the appearance that tobacco use is desirable or acceptable or in the appearance that the Contractor endorses a tobacco product or the gifting tobacco related entity.

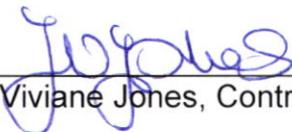
COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS

- J. That the Contractor, in conformance with the Pro-Children Act of 1994 (20 U.S.C. §6081 *et seq.*), prohibits smoking at any site of federally funded activities that serve youth under the age of 18. This federal prohibition is not applicable to a site where the only federal funding for services is through Medicaid monies or the federally funded activity at the site is inpatient drug or alcohol treatment.
- K. That the Contractor does not expend federal monies in violation of federal legal authorities prohibiting expenditure of federal funds on lobbying the United States Congress or state legislative bodies or for any effort to persuade the public to support or oppose legislation.
- L. That the Contractor maintains in compliance with the Drug-Free Workplace Act of 1988, 41 U.S.C. 701, *et seq.*, drug-free environments at its work sites, providing required notices, undertaking affirmative reporting, and other requirements, as required by federal legal authorities.
- M. That the Contractor is not delinquent in the repayment of any debt owed to a federal entity.
- N. That the Contractor, if expending federal monies for research purposes, complies with federal legal authorities relating to use of human subjects, animal welfare, biosafety, misconduct in science and metric conversion.
- O. That the Contractor, if receiving aggregate payments of Medicaid monies totaling \$5,000,000 or more annually, has established in compliance with 1902(a)(68) of the Social Security Act, 42 U.S.C. 1396a(a)(68), written policies with educational information about the federal False Claims Act at 31 U.S.C. §§ 3729–3733 (the “Lincoln Law”) and presents that information to all employees.
- P. That the Contractor is in compliance with the executive compensation reporting requirement of the Federal Funding Accountability and Transparency Act (FFATA or Transparency Act), P.L. 109-282, as amended by Section 6202(a), P.L. 110-252-1, either in that the Contractor does not meet the criteria necessitating the submittal of a report by an entity or in that, if the Contractor meets the criteria mandating reporting, the Contractor produces the information in a publicly available report to the Securities and Exchange Commission (SEC) or to the Internal Revenue Service and provides the report in a timely manner to the Department or produces a separate report with the information and submits that report to in a timely manner to the Department.
- Q. That the Contractor, if a contractor for the delivery of Medicaid funded services, is in compliance with the requirements of 42 C.F.R. §§ 455.104, 455.105, and 455.106 concerning disclosures of ownership and control, business transactions, and persons with criminal convictions.
- R. That the Contractor, if providing federally funded health care services, is not as an entity currently federally debarred from receiving reimbursement for the provision of federally funded health care services and furthermore does not currently have any employees or agents who are federally debarred from the receiving reimbursement for the provision of federally funded health care services.

COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS INVOLVING THE PURCHASE OR DEVELOPMENT OF PROPERTY

- S. That the Contractor manages any real, personal, or intangible property purchased or developed with federal monies in accordance with federal legal authorities.
- T. That the Contractor, if expending federal monies for construction purposes or otherwise for property development, complies with federal legal authorities relating to flood insurance, historic properties, relocation assistance for displaced persons, elimination of architectural barriers, metric conversion and environmental impacts.
- U. That the Contractor, if the contract exceeds \$100,000, complies with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act, Pub. L. 94-163, 42 U.S.C. §6321 et. seq.
- V. That the Contractor, if the contract exceeds \$100,000, complies with all applicable standards, orders and requirements issued under section 306 of the Clean Air Act, 42 U.S.C. 7607, Section 508 of the Clean Water Act, 33 U.S.C. 1368, Executive Order 11738, and U.S. Environmental Protection Agency regulations, 40 C.F.R. Part 15 and that if the Contractor enters into a subcontract that exceeds \$100,000 these requirements are in that contract.

CASCADE COUNTY HEALTH DEPARTMENT

BY:  _____
Jo Viviane Jones, Contract Liaison

Date: 6 JUL 2020 _____

SOURCES OF INFORMATION

DPHHS GS-302
Rev. 06/2018

SOURCES OF INFORMATION ON THE PRIVACY, TRANSACTIONS AND SECURITY REQUIREMENTS PERTAINING TO HEALTH CARE INFORMATION OF THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) AND THE FEDERAL HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH), ENACTED AS PART OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

The following are sources of information concerning the applicability of and implementation of the privacy, transactions and security requirements of HIPAA and HITECH. The Department of Public Health and Human Services requires that contractors generating, maintaining, and using health care information in relation to recipients of State administered and funded services be compliant with the requirements of HIPAA and HITECH as applicable under the federal legal authorities and the status of the Department as a health care plan.

There can be difficulty in interpreting the applicability of the HIPAA and HITECH requirements to an entity and various circumstances. It is advisable to retain knowledgeable experts to advise concerning determinations of applicability and appropriate compliance.

Websites specified here may be changed without notice by those parties maintaining them.

FEDERAL RESOURCES

The following are official federal resources in relation to HIPAA and HITECH requirements. These are public sites. Implementation of the additional requirements under HITECH, due to the more recent date of enactment, is occurring on an ongoing basis.

1. [U.S. Department of Health and Human Services / Office of Civil Rights www.hhs.gov/ocr/hipaa](http://www.hhs.gov/ocr/hipaa)

The federal Department of Health and Human Services / Office of Civil Rights (OCR) provides information pertaining to privacy and security requirements under HIPAA and HITECH including the adopted regulations and various official interpretative materials. This site includes an inquiry service. OCR is responsible for the implementation of the privacy and security aspects of HIPAA / HITECH and serves as both the official interpreter for and enforcer of the privacy requirements.

2. U.S. Department of Health and Human Services / Centers for Disease Control and Prevention <http://www.cdc.gov/Other/privacy.html>

The federal Department of Health and Human Services / Centers for Disease Control and Prevention (CDC) provides information pertaining to the application of privacy requirements under HIPAA to public health activities and programs.

STATE RESOURCES

The Department Website for Medicaid Provider Information provides general information for providers of services on compliance with various state and federal requirements.

<https://medicaidprovider.mt.gov/>

Further information concerning HIPAA / HITECH compliance in the delivery of services funded through the Department's various programs can be reviewed at the Department website for DPHHS HIPAA Policies. <https://dphhs.mt.gov/HIPAA>

Certain departmental programs may have more detailed guidance available in relation to particular programs of services. Inquiries may be directed at a program to determine if further information is available.

PROVIDER ASSOCIATIONS

Many national and state provider associations have developed extensive resources for their memberships concerning HIPAA/HITECH requirements. Those are important resources in making determinations as to the applicability and implementation of HIPAA / HITECH.

CONSULTANT RESOURCES

There are innumerable consulting resources available nationally. The Department does not make recommendations or referrals as to such resources. It is advisable to pursue references before retaining any consulting resource. Some consulting resources may be inappropriate for certain types of entities and circumstances.

ASSURANCES NON-CONSTRUCTION OMB 424

OMB Approval No. 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions reducing this burden, to the Office of Management and Budget, Paperwork Reduction project (0348-0040), Washington, DC 20503. **PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurance. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibit discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 2601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-66), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333, regarding labor standards for federally assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of

violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approval State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C., 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling and treatment of warm-blooded animals held for research, teaching or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C., 4801 et seq.) Which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE Contract Liaison
APPLICANT ORGANIZATION Cascade County Health Department By Jo-Viviane Jones	DATE SUBMITTED

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awarded or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31 U.S.C., Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include, but are not limited to, subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award of loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number, the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action, where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

DARK MONEY DISCLOSURE DECLARATION

Declaration Form Dark Money Spending Disclosure Requirements

Contracting Entity shall comply with the [State of Montana Executive Order No. 15-2018](#) requiring the disclosure of dark money spending.

Definitions. As used in this declaration form, the following definitions apply:

Electioneering Communication: A paid communication that is publicly distributed by radio, television, cable, satellite, internet website, mobile device, newspaper, periodical, billboard, mail, or any other distribution of printed or electronic materials, that is made within 60 days of the initiation of voting in an election in Montana, that can be received by more than 100 recipients in the district in Montana voting on the candidate or ballot issue, and that:

- a. refers to one or more clearly identified candidates in that election in Montana;
- b. depicts the name, image, likeness, or voice of one or more clearly identified candidates in that election in Montana; or
- c. refers to a political party, ballot issue, or other question submitted to the voters in that election in Montana.

The term does not mean:

- a. a bona fide news story, commentary, blog, or editorial distributed through the facilities of any broadcasting station, newspaper, magazine, internet website, or other periodical publication of general circulation unless the facilities are owned or controlled by a candidate or political committee;
- b. a communication by any membership organization or corporation to its members, stockholders, or employees;
- c. a commercial communication that depicts a candidate's name, image, likeness, or voice only in the candidate's capacity as owner, operator, or employee of a business that existed prior to the candidacy; or
- d. a communication that constitutes a candidate debate or forum or that solely promotes a candidate debate or forum and is made by or on behalf of the person sponsoring the debate or forum.

In this definition, the phrase "made within 60 days of the initiation of voting in an election" means:

- a. in the case of mail ballot elections, the initiation of voting occurs when official ballot packets are mailed to qualified electors pursuant to [13-19-206](#), MCA; or
- b. in other elections the initiation of voting occurs when absentee ballot packets are mailed to or otherwise delivered to qualified electors pursuant to [13-13-214](#), MCA.

Contracting Entity: A bidder, offeror, or contractor.

Covered Expenditure means:

- a. A contribution, expenditure, or transfer made by the Contracting Entity, any of its parent entities, or any affiliates or subsidiaries within the entity's control, that:
 - i. is to or on behalf of a candidate for office, a political party, or a party committee in Montana; or
 - ii. is to another entity, regardless of the entity's tax status, that pays for an Electioneering Communication, or that makes contributions, transfers, or expenditures to another entity, regardless of its tax status, that pays for Electioneering Communication; and
- b. The term excludes an expenditure made by the Contracting Entity, any of its parent entities, or any affiliates or subsidiaries within the entity's control made in the ordinary course of business conducted by the entity making the expenditure; investments; or expenditures or contributions where the entity making the expenditure or contribution and the recipient agree that it will not be used to contribute to candidates, parties, or Electioneering Communication.

Solicitation Requirements. The Contracting Entity shall disclose Covered Expenditures that the Contracting Entity has made within two years prior to submission of its bid or offer.

The disclosure of Covered Expenditures is only required by the bidder/offeror whenever the aggregate amount of Covered Expenditures made within a 24-month period by the bidder/offeror, any parent entities, or any affiliates or subsidiaries within the bidder/offeror's control exceeds \$2,500.

If the bidder/offeror meets the disclosure requirements, the bidder/offeror shall submit this signed declaration form indicating "Yes" AND the required disclosure form with its bid/proposal.

If the bidder/offeror does NOT meet the disclosure requirements, the bidder/offeror shall submit this signed declaration form with its bid/proposal indicating "No".

Annual Contract Requirements. The Contracting Entity agrees that if awarded a contract and the contract term exceeds, or has the potential to exceed 24 months, it must annually review and complete a new declaration form and disclosure form, if necessary.

- No - I do NOT meet the disclosure requirements. I certify that I have read, understand these requirements and the Contracting Entity has not made Covered Expenditures in excess of \$2,500 in the 24 months immediately preceding the submission of this form.

Cascade City County HD
Cascade County Health Department

Jo-Viviane Jones
Jo-Viviane Jones, Contract Liaison

6 JUL 2020
Date

20203HOME0007
Contract or Solicitation Number

- Yes - I meet the disclosure requirements for the 24 months immediately preceding the submission of this form. I have read, understand the requirements and I will complete the necessary disclosure form and submit it with this form.
Disclosure Template: <http://sfsd.mt.gov/SPB/Dark-Money>

Cascade County Health Department

Jo-Viviane Jones, Contract Liaison _____
Date

20203HOME0007
Contract or Solicitation Number

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

James L. Larson, Chairman

Jane Weber, Commissioner

Joe Briggs, Commissioner

Passed and adopted at Commission Meeting held on this ____ day of _____, 2020.

Attest

On this ____ day of _____, 2020, I hereby attest the above-written signatures of James L. Larson, Joe Briggs and Jane Weber, Cascade County Commissioners.

RINA FONTANA MOORE, CASCADE COUNTY CLERK AND RECORDER

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.

July 14, 2020

Contract 20-93

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Contract 20-93
MT DPHHS Task Order 21-25-5-21-080-0
Cascade County Farmer's Market Nutrition
Education (FMNP) WIC Program

INITIATED AND PRESENTED BY: Trisha Gardner, Health Officer

ACTION REQUESTED: Approval of Contract 20-93

BACKGROUND:

The purpose of this Task Order is to provide Farmers' Market nutrition education and Farmers' Market vouchers to eligible WIC participants.

TERM: July 1, 2020 - June 30, 2021

AMOUNT: \$1,238.07

RECOMMENDATION: Approval of Contract 20-93

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

"Mr. Chairman, I move that the Commission **APPROVE** Contract 20-93, MT DPHHS Task Order # 21-25-5-21-080-0, Cascade County Farmer's Market Nutrition Education (FMNP) WIC Program.

MOTION TO DISAPPROVE:

"Mr. Chairman, I move that the Commission **DISAPPROVE** Contract 20-93, MT DPHHS Task Order # 21-25-5-21-080-0, Cascade County Farmer's Market Nutrition Education (FMNP) WIC Program.

TASK ORDER 21-25-5-21-080-0
TO CASCADE COUNTY UNIFIED GOVERNMENT MASTER CONTRACT
THAT COVERS THE PERIOD OF JULY 1, 2019 – JUNE 30, 2026
Cascade County FMNP WIC Program

SECTION 1: PARTIES

THIS TASK ORDER is entered into between the Montana Department of Public Health and Human Services (hereinafter referred to as the "Department"), whose address and phone number are 1625 11th Avenue, PO Box 4210, Helena MT 59620-4210 and (406) 444-5533 and Cascade City-County Health Department (hereinafter referred to as the "Contractor"), whose federal ID number, mailing address, fax number, and phone number are 81-6001343, 115 4th St So, Great Falls MT 59401-3618, and (406) 454-6950 for the purpose of committing the Contractor to provide health related services required by this task order. In consideration of the mutual covenants and stipulations described below, the Department and Contractor agree as follows:

SECTION 2: PURPOSE

The purpose of this Task Order is to provide Farmers' Market nutrition education and Farmers' Market checks to eligible WIC participants.

SECTION 3: SERVICES TO BE PROVIDED

- A. The Contractor shall provide the following services:
- (1) Conduct the WIC Farmers Market Nutrition Program (FMNP) by assuming all administrative and financial responsibilities for the Farmers Market Nutrition Program. The Contractor shall administer the WIC FMNP Program in accordance with the current regulations contained in 7 CFR Parts 246 and 3016, the WIC FMNP State Plan and US Food and Nutrition Service (FNS) guidelines and instructions. Copies of the FMNP State Plan are available from the DPHHS office and the federal regulations governing the WIC Program may be found at the FNS/USDA.GOV website at <http://www.fns.usda.gov/wic/lawsandregulations/WICRegulations-7CFR246.pdf>.
 - (2) Provide performance, activity and fiscal reports required by the Department, including, but not limited to, the following:
 - a) An itemized 'FMNP Expenditure Report', on a quarterly basis (July-

Sept, Oct-Dec, Jan-Mar, and Apr-Jun) for funds expended from July 1 through June 30.

The report (Attachment A) is due by the 28th of the month following the last month of the quarter (with the exception of the final report, due July 15, 2021) unless the Department agrees there is good cause for the delay and provides written approval.

- b) A final billing invoice for allowable expenses incurred during the term of this Task Order is due **July 15, 2021**.
- c) The 'Montana FMNP Participant Category' monthly report demonstrating the number of participants, and their WIC category, that have been issued WIC FMNP checks.

The report is due to the Department by the 28th of the month following the month for which the report is submitted, unless the Department agrees there is good cause for the delay and provides written approval (e.g. a difference between the monthly close-out dates of the Department and the Contractor).

- d) The 'FMNP Issuance' monthly report that lists any WIC FMNP check sequence numbers issued, voided (include the season) or destroyed.
- (3) Develop and keep participant records, or other records required by the Department, in accordance with current regulations contained in 7 CFP Part 248, the WIC FMNP State Plan and the FNS guidelines and instructions, or as the Department determines necessary or useful for assuring quality performance of this Task Order.
 - (4) Prohibit smoking within the space used to perform WIC Program functions during all times that such functions are actually occurring and, as required by Public Law 103-111, publicly post an announcement that smoking is prohibited in the service site.
 - (5) Maintain an adequate, safe and sanitary service site for the employees and WIC participants in each clinic provided for under this Task Order.
 - (6) Implement a food delivery system prescribed by the Department pursuant to 7 CFR Section 246.12 of the WIC Federal Regulations and approved by FNS.

B. The Department shall provide the following services:"

- (1) Training in WIC and FMNP administrative policies, procedures, and nutrition services.
- (2) Payment within 30 days of receipt of quarterly 'FMNP Expenditure Report'

SECTION 4: EFFECTIVE DATE AND PERIOD OF PERFORMANCE

- A. The term of this Task Order for the purpose of delivery of services from July 1, 2020 through June 30, 2021 unless terminated otherwise in accordance with the provisions of this Task Order.
- B. This Task Order is a one-time contract and there are no assurances that it may be extended for any period beyond that specified above or beyond termination otherwise provided in this Task Order

SECTION 5: COMPENSATION

- A. In consideration of the services to be provided through this Task Order, the Department shall reimburse the Contractor for actual expenses which are allowable in accordance with the WIC FMNP State Plan and reasonably incurred in the performance of this Task Order.
- B. The Total Budget amount payable as consideration for services performed under this Task Order, and determined by the Department as actual, necessary and reasonable expenses incurred in accordance with the current regulations contained in 7 CFR Part 246, is \$1,238.07.
- C. The Department will reimburse the Contractor for allowable expenses incurred and reported/claimed on the quarterly 'FMNP Expenditure Report' invoice (see copy of Attachment A). These invoices may be obtained from the Department and must be submitted as outlined in Section 2(A).
- D. If the Contractor makes expenditures or incurs obligations in excess of the budget originally established or adjusted via modification, it shall do so at its own risk, and the Department is not obligated to pay the Contractor beyond the budget stated in the Task Order.
- E. The Department shall have the right at any time to request additional documentation concerning Contractor costs, including any records required by this Task Order. The Department may dispute all or a portion of any billing invoice and may withhold payment of the disputed portion until the dispute is resolved to the Department's satisfaction.
- F. If the Contractor fails to comply with the record keeping requirements of this Task

Order, all payments of reimbursement due may be withheld until compliance with those requirements is verified in a manner acceptable to the Department or until a final settlement is reached following termination of the Task Order.

- G. Subject to the Department's approval of the work performed under this Task Order and to the appropriations and disputed billing provisions set forth above, within 30 days after receipt of the Contractor's invoices, the Department will reimburse for the allowable costs incurred during the billing period.

SECTION 6: SOURCE OF FUNDS AND FUNDING CONDITIONS

- A. The source of funding for the WIC FMNP food benefits is a federal grant from the US Department of Agriculture. The source of the funding for the Contractor's administrative expenditures is State of Montana Special Revenue Funds.

The Department, at its discretion, may terminate at any time the whole or any part of this Task Order or modify the terms of the Task Order if funding for the Task Order is reduced or terminated for any reason. Modification of the Task Order includes, but is not limited to, reduction of the rates or amounts of consideration or alteration of the manner of the performance in order to reduce expenditures under the Task Order.

- B. The contractor shall maintain complete, accurate, documented and current accounting of all program funds received and expended.
- C. Reimburse the Department for any WIC Program funds misused or otherwise diverted due to negligence, fraud, theft, embezzlement, forgery, bribery or other loss caused by the Contractor, its employees or agents.

In addition, the commission of fraud against or abuse of the WIC Program by the Contractor is subject to prosecution under applicable federal, state or local laws. A Contractor that has willfully misapplied, stolen or fraudulently obtained WIC Program funds is subject to a fine of not more than \$25,000, imprisonment of not more than five years, or both, if the value of the funds is \$100 or more. If the value is less than \$100, the penalties are a fine of not more than \$1,000, imprisonment of not more than one year, or both [7 CFR 246.23(d)].

SECTION 7: LIAISONS AND SERVICE OF NOTICES

- A. Glade Roos, WIC FMNP Coordinator will be liaison for the Department.

Jo-Viviane Jones, Family Health Services Manager will be liaison for the Contractor.

These persons serve as the primary contacts between the parties regarding the performance of the task order.

- C. Written notices, reports and other information required to be exchanged between the parties must be directed to the liaison at the parties= addresses set out in this task order.

SECTION 8: DISPUTE RESOLUTION PROCESS

The following process is to be used in the event of a disagreement between the Contractor and the Department about the terms of this contract. Written notification by the Contractor providing specific details about the disagreement must first be provided to the Department Bureau Chief identified below:

Kristen Rogers (406) 444-4743, Fax (406) 444-2606, Kristen.Rogers@mt.gov is the Bureau Chief for the Public Health & Safety Division. The Division Bureau Chief shall attempt to resolve the dispute. If resolution of the disagreement is not obtained then the Contractor may request a review and determination to be made by the division administrator. The Contractor shall provide in writing specific details about the remaining issues that are in dispute. The Contractor may also request an in-person meeting with the administrator to present its reasons or position on the disagreement. If the division administrator cannot resolve the dispute, the reasons for the department's position on the issues in dispute must be presented to the Contractor in writing.

SECTION 9: SCOPE OF TASK ORDER

This task order consists of (number of pages) numbered pages, and (Attachments if applicable).

IN WITNESS THEREOF, the parties through their authorized agents have executed this task order on the dates set out below:

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

By: _____ Date _____

Jamie Palagi, Administrator
Early Childhood & Family Support Division
406-444-6676

CASCADE CITY-COUNTY HEALTH DEPARTMENT
CASCADE COUNTY COMMISSIONERS

By: _____ Date: _____
James L. Larson, Chairperson

By: _____ Date _____
Jane Weber, Commissioner

By: _____ Date: _____
Joe Briggs, Commissioner

On this _____ day of _____ 2020, I hereby attest the above-written signatures of Joe Briggs, James Larson and Jane Weber, Cascade County Commissioners.

Clerk & Recorder

Attachment A – FMNP Expenditure Report

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

Helena, Montana 59620

INVOICE

FARMERS' MARKET NUTRITION PROGRAM (FMNP)

PROVIDER/TAX ID	CONTRACT NUMBER	INVOICE DATE	INVOICE NUMBER
81-6001343	21255210800		
CONTRACTOR/PROVIDER		BILL TO	
NAME: Cascade City County Health Department ADDRESS: 115 4th St. So CITY, STATE ZIP: Great Falls, MT 59401-3618 PHONE NUMBER: (406) 454-6950		DIVISION/PROGRAM NAME: WIC-ECFSD ADDRESS: USFG Bldg.; 1625 11 th Ave CITY, STATE ZIP: Helena MT 59620 PHONE NUMBER: 406-444-5533	
Billing Period: _____ to _____			Statement Date: _____
COST CATEGORIES	BUDGETED	CURRENT	YR TO DATE
Salaries (Month total from Page 2)			
Benefits (actual)			
Operating Expenses (supplies/materials)			
Communications (phone, postage, etc)			
Travel (mileage, travel cost, per diem, lodging)			
Contract Services**			
Other: (specify)			
TOTALS			
Total this Billing Cycle:			

** Actual expense or DPHHS pre-approved cost allocation plan

PROVIDER/CONTRACTOR APPROVAL:	DEPARTMENT APPROVAL:
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